SELECTIONS FROM OFFICIAL LETTERS AND DOCUMENTS RELATING TO THE LIFE OF RAJA RAMMOHUN ROY

VOL. I

1791—1830

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With an Introductory Memoir

CALCUTTA ORIENTAL BOOK AGENCY
9, PANCHANAN GHOSE LANE,
CALCUTTA

Published in 1938

Printed and Published by J. C. Sarkhel, at the Calcutta Oriental Press Ltd.,
9, Panchanan Ghose Lane, Calcutta.



[*By courtesy of Rammohun Centenary Committee*]

PREFACE

By his reforming activities Raja Rammohun Roy made many enemies among the orthodox Hindus as well as orthodox Christians. Some of his orthodox countrymen, not satisfied with meeting his arguments with arguments, went to the length of spreading calumnies against him regarding his character and integrity. These calumnies found their way into the works of some of his Indian biographers. Miss S. D. Collet has, however, very ably defended the character of the Raja against these calumnies in her work, "The Life and Letters of Raja Rammohun Roy." But recently documents in the archives of the Governments of Bengal and India as well as of the Calcutta High Court were laid under contribution to support some of these calumnies. These activities reached their climax when on the eve of the centenary celebration of the death of Raja Rammohun Roy on the 27th September, 1933, short extracts were published from the Bill of Complaint of a suit brought against him in the Supreme Court by his nephew Govindaprasad Roy to prove his alleged iniquities. These efforts to revive and rehabilitate the calumnies drew our attention to these documents. Even before our attention was drawn to the publication of these notes in the monthly journals, one of us (Dr. Majumdar) had been carrying on original researches in connexion with the life and works of the Raja at the request of the late lamented Mr. Kshitindranath Tagore, the Secretary and Acharya of the Adi Brahmo Samaj, Calcutta. We got an opportunity to inspect and examine for ourselves the records of the High Court, which opened our eyes to the utter baselessness of the above allegations. This led us next to examine the

records of the Governments of India and Bengal. The encouragement and enthusiasm of the late lamented Mr. Krishna Kumar Mitra, the President of the Sadharan Brahmo Samaj, Calcutta, have also been great incentives in our work.

This volume owes its publication to the munificence of Kumar Narendra Nath Law, Ph.D., F.R.A.S.B., a learned patron of learning, who has borne the entire cost of its printing, as well as to the co-operation of Mr. Ramananda Chatterjee, M.A., the editor of the *Modern Review*, who helped us to overcome many of our difficulties. We are also indebted to the liberality of the late Sir Jagadish Chandra Bose, the Maharaja of Pithapuram, Sir Prafulla Chandra Ray, the authorities of the Sadharan Brahmo Samaj, Calcutta, Lady Abala Bose, Mr. Tapan Mohun Chatterjee, Bar-at-Law, Mr. Sudhangsu Mohun Bose, M.A., Bar-at-Law, Member of the Public Service Commission, Bengal, Prof. Amiya Kumar Sen, M.A. of the Calcutta University, Mr. Sarashi Mohun Roy, Solicitor, Mrs. Hemlata Tagore, Mr. J. De. I.C.S., Dr. D. M. Bose, Lt. Col. M. Das, I.M.S., and others.

The volume has been divided into three parts. The first part contains records relating to the private affairs of Rammohun Roy and his father and brothers. The second part contains records of cases brought against the Raja in the Supreme Court and the Sudder Dewany Adalut. The third part contains records of proceedings against the Raja's eldest son. The records embodied in the second and third parts are really annals of the Raja's long persecution, and these bring into clear relief the greatness and patriotism of the man, who, in the midst of these attacks to bring down ruin and disgrace on him, never lost sight of his self-imposed mission of uplifting his countrymen.

The records have been arranged chronologically, and though containing a large number of copyists' mistakes, which have been retained in most places as they were, would not prevent the intelligent reader from getting at their meaning or purport. The dates appended at the end of the two Supreme

Court cases would help the reader to understand their day-to-day development.

The records of the Revenue and Judicial departments that have been printed in this volume belong to the Government of Bengal.

Most of the records printed in this volume have been brought to the notice of the public for the first time, and all of them have been collected independently.

The documents contain a bewildering variety of spelling of proper names and Indian technical terms. The Glossary and Index of proper names may be consulted for the standard forms.

The preparation of this volume has been made possible through the kind help and generosity of various people, for which we take this opportunity to tender them our grateful thanks. In the first place, our debt of gratitude to Sir Manmatha Nath Mukherjee, Kt., the Ex-Chief Justice of the Calcutta High Court, is very great indeed. He did Dr. Majumdar the unprecedented favour of giving him permission to take copies of the records of the two Supreme Court cases free of all costs. We are also indebted to the Hon'ble Sir Harold Derbyshire, Kt., the present Chief Justice of the Calcutta High Court, for permission granted to Dr. Majumdar to take photographs of the documents reproduced in the plates attached to Appendix I, and to the Registrar of the Appellate Side of the same Court for allowing Dr. Majumdar to inspect and take copies of the Persian judgments inserted in Appendix II. The Registrar of the Original Side and the Keepers of records of both sides of the Calcutta High Court have rendered us valuable assistance. Our thanks are also due to the Government of Bengal and the Collector of Burdwan for permitting us to search and take copies of their records, as well as to the Keepers of those records for all the help rendered to us in the prosecution of our work. In this connexion we have to acknowledge our special indebtedness to Mr. Lalita Prasad Dutt, late Keeper of Records of the Government of Bengal, and his staff

who helped us in our work with unfailing courtesy. We are also indebted to Maulavi Shamsuddin Ahmed of the Indian Museum for the English translation of the judgment of the Sadar Dewany Adalat, and to Shams-ul-Ulama Dr. Hidayat Hussain Khan Bahadur, of the Royal Asiatic Society of Bengal for kindly correcting the proofs of the Persian records inserted in Appendix II.

Calcutta,
September, 1938

R. C.
J. K. M.

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INTRODUCTORY MEMOIR

By Ramaprasad Chanda

The death of Raja Rammohun Roy on the 27th September, 1833, at Bristol, was followed by the publication of biographical notices by his English friends of which Dr. Lant Carpenter's sketch is the most informative. An "Autobiographical letter" of doubtful authenticity appeared in the *Atheneum* of October 5, 1833. A longer memoir was contributed to the *Calcutta Review* of 1845 by Mr. Kissory Chand Mitra. Miss Mary Carpenter published a detailed account of the last phase of the life of Raja Rammohun Roy (1831-1833) in her *The last days in England of the Raja Rammohun Roy* first published in 1866. Nagendra Nath Chatterji, a missionary of the Sadharan Brahma Samaj, published a biography of the Rajah with an account of his writings in the Bengali language in 1882. Miss Sophia Dobson Collet undertook to compile a complete biography in English after critically examining all the available sources of information afresh, but died on the 27th March, 1894, leaving her work unfinished. Before her death she had sent this message to Mr. Harold Collet: "I am dying. I can not finish my 'Life of Rammohun Roy.' But when I enter the Unseen, I want to be able to tell Rammohun that his life will be finished. Will you finish it for me?" Her *Life and Letters of Raja Rammohun Roy* was completed and published privately in 1900. These and other biographical works deal mainly with the public life of Raja Rammohun Roy as a religious, social and educational reformer and a publicist. The documents published in this volume mainly relate to his private life from December, 1796, and furnish interesting details about the litigations, both civil and criminal, that were instituted against him and his son Radhaprasad Roy and greatly harrassed him during the busiest years of his public life.

RAMKANTA ROY

Ramkanta Roy, father of Rammohun Roy, was the fifth of the seven sons of Brajavinod Roy of Radhanagar, a village then in the Burdwan, and now in the Hugli, district in Bengal. Brajavinod Roy evidently held a responsible office under the Subahdar (Viceroy) of Bengal, for, in a letter addressed to Rammohun Roy in 1828 King Akbar of Delhi refers to the good services rendered by his (Rammohun's) grandfather to his late Majesty at the time of his residence in the Eastern Provinces.[1] Emperor Shah Alam came to the Eastern Provinces as heir-apparent in 1759, and continued there even after his succession to the imperial throne till 9th April, 1771. After the death of Brajavinod Roy, Ramkanta and his brothers did not live together as a joint Hindu family, but were divided in food, estate and interest (p. 141). Deeds were drawn up and executed by Ramkanta Roy and his brothers when this division and partition of estate took place (p. 142). Ramkanta was married to three wives, the eldest of whom was named Subhadra Devi, the second Tarini Devi, and the third Rammani Devi. He had two sons, Jagamohun and Rammohun, and a daughter, by his second wife Tarini Devi, and a son, Ramlochan, by his third wife Rammani Devi (p. 63). There is considerable difference of opinion about the date of Rammohun Roy's birth. In the inscription on his tomb carved in 1872 his birth is put down in 1774. Our earliest authority for this date is Mr. John Digby's introduction to Rammohun Roy's English translation of the Cena Upanishad and the Abridgment of Vedant reprinted in London in 1817 wherein it is said that the age of the author at that time was "about forty-three years,"[2] which indicates 1774 as the date of his birth. Dr. Lant Carpenter in his biographical sketch, first publishd in 1833, says, Rammohun Roy "was born most probably about 1774." On the strength of more

1 Political Consultations, 26th March, 1830, no. 97.

2 Miss S. D. Collet, *Life and Letters of Raja Rammohun Roy*, edited by Hem Chandra Sarkar, Calcutta, p. 15.

definite informations Miss S. D. Collet puts down the date of Rammohun Roy's birth on May 22, 1772.[3] This earlier date suits the early activities of Rammohun Roy's life better than the later one. So his birth synchronised with the decision of the East India Company to stand forth as Dewan and undertake the administration of Bengal and Behar directly.

Documents published in this volume furnish no information about the career of his father, Ramkanta Roy, till the year 1791 when Rammohun was in his twentieth year. A reference in a letter of a later date (no. 10) shows that Ramkanta Roy was sued by the Maharaja of Burdwan ten years earlier (1780-1781). But as the papers relating to the suit could not be traced in the Collectorate of Burdwan (no. 11) we do not know what it was about. Before 1791 Ramkanta Roy held in farm pargana (estate) Gopbhum or Goalabhum in the Burdwan district on an annual rent of Rs. 51,931-11-9-2 from government. From April 1791 (1198 Bengali era) he took in farm another government estate, pargana Bhursut, in the same district for a term of nine years on an annual rent of Rs. 1,01,389 as one of the "four of the most responsible men in the district" (nos. 2-5). His eldest son Jagamohun Roy stood as his security. Jagamohun Roy was evidently associated with his father in the business of farming estates, and by 1791 had achieved an independent position in recognition of which he was accepted as a security of his father. In 1792 Ramkanta Roy removed with his family from his ancestral house at Radhanagar to a new house which he built in a neighbouring village, Langurpara or Nangurpara. The house included a few brick built structures and was surrounded by a brick wall (no. 82). In July, 1796, he purchased in public auction at the Board of Revenue office a mahal or taluk called Harirampur in pargana Chitua paying a net revenue of Rs. 25,883. 14. 12 for Rs. 9970 in the name of his son Jagamohun Roy.

3 Miss Collet, *op. cit.*, p. 1 note.

Towards the end of 1796 Ramkanta Roy took a step that greatly influenced the career of his second son, Rammohun. He divided the bulk of his immoveable property among his three sons by a deed of partition executed on the 1st December, 1796 (19th Agrahayana, 1203). He assigned the house at Langurpara jointly to Jagamohun and Rammohun, and his share of the ancestral house at Radhanagar to his youngest son, Ramlochan. Among other properties he allotted the entire taluk Harirampur to Jagamohun, and a "house with a pond bounded by four boundaries purchased of Ramcrishna Set and others at Jorasanco in Mauza Calcutta" to Rammohun. In the concluding paragraph of the deed of partition Ramkanta Roy states, "A small part of my self acquired property and the Burdwan lodging House remain my own exclusive of the shares of Ishwar which devolved from my father remains yours three Persons in equal shares. All the Idols and Worship connected with the Worship which I have established myself, remain mine, you have no concern therewith" (pp.71-75).

The deed of partition was duly registered by the Kazi of Krishnanagar (p. 255) and given effect to. Ramlochan Roy with his mother Rammani Devi went to live in the house at Radhanagar allotted to him six months after the partition (p. 142). Ramkanta Roy went to Burdwan and resumed his duties as a farmer of revenue. Besides Gopbhum and Bhursut farmed of government he probably held in farm three parganas within the Zemindary of the Raja of Burdwan. Maharaj Tejchand was then the owner of the bulk of the Zemindary of the Burdwan Raj. But some of the parganas included in that Zemindary were owned by his mother, Maharani Vishnukumari. Probably three parganas owned by her were held in farm by Ramkanta Roy. The Collector of Burdwan speaks of him (no. 15) as possessing "the uncontrolled management" of the Rani's affairs, and elsewhere he is called the *Mokhtar*, agent, of the Rani's estate (p. 32).

Tappa or pargana Barda was offered for sale for the

balance of the revenue of 1203 B.S. (1796-1797) in May, 1797. As the purchasers could not pay the whole of the purchase money, a private purchase was made by them (Ramnidhi Ghose, Svarupchand Roy, Ramchandra Sen) of the three following mahals,—Rasikpur, Purangang, Purulia. Jagamohun Roy, now separated from his father, purchased these three mahals from these three persons for Rs. 36,000 by registered deeds of sale (no. 13). But it was then "well known," we are told by the Collector of Burdwan, that the three mahals had been purchased by Maharani Vishnukumari in the name of those three persons, and that their transfer to Jagamohun Roy by deeds of sale was arranged by his father Ramkanta Roy who then possessed the management of the Rani's affairs (no. 15).

In the year following the purchase of these three taluks happened an event that turned the tide of the fortune of Ramkanta Roy and Jagamohun Roy and led to their ruin. Maharani Vishnukumari of Burdwan died in 1205 B.S. (from about the middle of April, 1798, to the middle of March, 1799). Tappa or pargana Barda in which *huda* or taluk Purulia was included was offered for sale for the arrear of revenue of 1205 B.S. Jagamohun Roy submitted petitions praying that the three taluks purchased by him should be separated from the pargana and treated as independent revenue-paying taluks, and that Purulia should not be sold for the arrears of Barda (nos. 15, 17-19). In his letter of the 12th July, 1799, the Collector of Burdwan refers to a *darkhasta* or petition from Maharaja Tejchand of Burdwan requesting that no private transfer of any land made by Ramchandra Sen be separated, because all lands purchased in the name of that person are *benami* purchases or purchases made in his name for another party, and were really the property of his mother, late Maharani Vishnukumari, and as her heir he himself was entitled to their possession (no. 19). Maharaja Tejchand dispossessed Jagamohun Roy of taraf Rasikpur. The latter filed a suit in the Burdwan Dewani Adalat

(civil court) for recovering possession of that mahal against him and his agent Syamsundar Roy (no. 20). On the 13th of July, 1799, Maharaja Tejchand as plaintiff filed a title suit for the possession of Rasikpur, Purangang and Purulia against Jagamohun Roy, Ramkanta Roy and Ramnidhi Ghose in the Zillah court of Burdwan. The Zillah judge disbelieved the evidence produced by Jagamohun Roy that he had purchased the taluks from Maharani Vishnukumari and gave judgment in favour of the plaintiff with costs payable by Jagamohun and Ramkanta Roy. They appealed to the Provincial Court of Calcutta against the decision of the Zillah judge. The Provincial Court reversed the decision of the Zillah Court and allowed Jagamohun Roy to retain possession of the lands. Maharaja Tejchand appealed to the Sadar Dewani Adalat against the decision of the Provincial Court. The judges of the Sadar Dewani Adalat delivered judgment on the 16th September, 1803, four months after the death of Ramkanta Roy, when Jagamohun Roy was in confinement in the Dewani (civil) jail of Midnapur (no. 50). They concurred with the Zillah judge, reversing the decision of the Provincial Court, and ordered the payment of costs in each of the courts by Jagamohun Roy.

The title suit for recovering possession of Rasikpur, Purangang and Purulia was not the first law-suit brought by Maharaja Tejchand of Burdwan against Ramkanta Roy and Jagamohun Roy. The Collector of Burdwan writes in his letter of the 14th November, 1799, of Ramkanta Roy, "having with him (his son Jagamohun Roy) absconded to avoid the operation of some decrees passed against him in the Adawlut" (no. 21). These decrees were evidently obtained in the Dewany Adalat of Hugli (nos. 41 and 46). In another letter (no. 24) it is stated that the Raja of Burdwan has a large demand against Ramkanta Roy for which he knows he would be detained. Again, in a letter of the 30th May, 1803 (no. 47), the Collector states that he has learnt from Ramlochan Roy, the youngest son of Ramkanta Roy, that the latter owes Rs. 80,000 to the Raja of

Burdwan. Evidently the heavy debt (Rs. 80,000) referred to is the "large demand" mentioned in the other letter (no. 24), and originated in the decrees referred to in the letter of the 14th November, 1799. As the execution of the decrees was apprehended only in the latter half of November, 1799, it may be presumed that the money suits were instituted by Maharaja Tejchand after the death of his mother, and probably Maharani Vishnukumari herself was the original creditor of Ramkanta Roy, and, had she been living, she would not have sued him for the dues. Our only sources of information, statements of the Collector of Burdwan based on hearsay, do not enable us to unravel the details of the transactions between Ramkanta Roy and Maharaja Tejchand.

The fear of the execution of the decrees obtained by the Raja of Burdwan paralysed the normal activities, collection of rent from the tenants of the taluks and farms, of Ramkanta Roy and Jagamohun Roy. Bengali year 1206 ending in March 1800 was the last year of Ramkanta Roy's lease of Bhursut. During the previous eight years he had paid the revenue regularly. When he absconded after the pronouncement of the decrees against him in the civil court, the Collector of Burdwan apprehended arrears (no. 21). At the end of B.S. 1206 a balance of Rs. 2851-6 fell due from Ramkanta Roy. Jagamohun Roy failed to pay the revenue of Harirampur for B.S. 1207 (April 1800 to March 1801), and a balance of Rs. 9600-8-1 was due from him in the beginning of the following year (no. 28). Ramkanta Roy was put in confinement for the arrears of Bhursut in the beginning of May, 1800 (no. 23), and remained in jail till the end of September, 1801, when his dues amounting in principal and interest to Rs. 3338-2-5 were recovered partly by a sale of the lands of his security, Jagamohun Roy, and partly by receipts from himself. Jagamohun Roy also was confined in the Dewani jail of Burdwan in June, 1801, at first as the security of his father. When the latter was released on payment of his dues on the 1st October, 1801, Jagamohun Roy was detain-

ed for the arrears of Harirampur (nos. 36 and 46) and later on transferred to the Midnapur Dewani jail (nos. 38 and 40) where he remained in confinement for a further period of over three years till February, 1805.

After his release from the Dewani jail of Burdwan early in October, 1801, Ramkanta Roy had little peace. In the absence of Jagamohun Roy confined at Midnapur he had to conduct the case relating to the ownership of Rasikpur and two other taluks brought on by Maharaja Tejchand. In a petition for release from jail submitted in March, 1803, Jagamohun Roy says of Ramkanta Roy, he "is very much in debt to the Raja of Burdwan, who obtained decrees against him in the Dewanny Adawlut of Hooghly, kept him some time in confinement there, then got him transferred to the Dewani Jail of Burdwan and has since been able to recover little or nothing from him owing to poverty" (no. 46). The Collector of Midnapur requested the Collector of Burdwan to make inquiries about the affairs of Ramkanta Roy. In his letter of the 30th March, 1803 (no. 47), the Collector of Burdwan writes in reply that he could not meet Ramkanta Roy who was not at Burdwan; but his youngest son, Ramlochan Roy, made this statement:

"He stated that his father has been able to pay the Rajah of Burdwan only 500 Rs. since his release from confinement a year and a half ago; that he still owes him 80,000 Rs. payable by instalments in the course of 11 years; that the only chance he has of being able to pay this amount, consists in his obtaining a profit from a farm of a lac of rupees per annum which he holds from the Rajah; that the dependence of the whole family is on this farm" (no. 47).

On the contrary, in his explanation attached to the Report on Jagamohun Roy dated the 14th January, 1803, the Collector of Midnapur writes of Ramkanta Roy, he "is said to be worth near two lacs of Rupees" (no. 42). This statement represents the general opinion of the day. Ramkanta Roy died in May, 1803, a little over a month after his youngest son Ramlochan

made the statement quoted above to the Collector of Burdwan. The only assets left by him were, (1) the house at Burdwan worth about seven or eight thousand rupees. The Raja of Burdwan took possession of it for arrears due to him (pp. 159 and 178). (2) Lakheraj (non-revenue-paying) and Brahmottar lands reserved for himself at the time of partition and left by him for the service of a certain idol and applied to that purpose by his widow Tarini Devi. (3) Money decrees in the Zillah Courts of Burdwan and Hugli for two thousand five hundred to three thousand rupees partially recovered by Jagamohun Roy after his release from confinement in the Midnapur jail (pp. 159 and 178).

Such small assets against a heavy debt owed to the Raja of Burdwan indicate the total ruin of Ramkanta Roy. Ramlochan Roy in his statement quoted above puts down Ramkanta Roy's liability to the Raja of Burdwan at Rs. 80,000, for which he executed a kistibandi (fixture of instalments) bond undertaking to pay the whole amount in course of 11 years. To enable the debtor to pay up his debt in this long period the creditor granted him a farm at the annual rent of one lac of rupees forgetful of his past default.

Twenty years after the death of Ramkanta Roy, on the 16th July, 1823, Maharaja Tejchand of Burdwan filed in the Provincial Court of Calcutta three suits based on three kistibandi bonds executed by him on the 1st of Ashar, 1206 B.S. (13th June, 1799) for Rs. 12,624, Rs. 28,403-13-12 and Rs. 7501 respectively for arrears due from three different parganas held in farm and payable on the 15th of Asvin, 1207 B.S. (29th September 1800) against Rammohun Roy and Govindaprasad Roy (son of Jagamohun Roy). The statements made in these suits tell a different tale from the statement of Ramlochan Roy made in March, 1803, quoted above. In these suits the total amount of principal money owed by Ramkanta Roy to Maharaja Tejchand was stated to be Rs. 48,528 and not Rs. 80,000 as stated by Ramlochan Roy, and payment by instal-

ments spreads over fourteen and half months instead of eleven years (pp. 305-11). The ruin of Ramkanta Roy is as inexplicable to us as it was to his contemporaries.

EARLY LIFE OF RAMMOHUN ROY
A.D. 1772-1796

The documents published in this volume tell us nothing about the early life of Rammohun Roy from his birth till his twenty-fifth year except the following significant statement made by Nandakumar Vidyalankar in his deposition before the Supreme Court:—

"Saith that he hath known the defendant Rammohun Roy from the time that the said defendant attained the age of fourteen years and hath ever since been on the most intimate terms with him" (p. 174).

On the date of his examination as an witness on behalf of the defendant (Rammohun Roy), 24th April, 1819, Nandakumar Vidyalankar was "aged fifty-six years or thereabouts," that is to say, he was born about 1763 A.D., and was senior to Rammohun Roy by at least nine years. Nandakumar Vidyalankar was with Rammohun Roy either in Calcutta or at Burdwan when, on the 7th Paush, 1206 B.S. (20th December, 1799), the latter transferred two taluks, Ramesvarpur and Govindapur, to Rajiblochun Roy by a deed of sale written in Persian (plate I), and when Rajiblochun Roy executed a deed of agreement addressed to Gurudas Mukherji in the Bengali language stating that he purchased the above-named two taluks *benami* on behalf of Gurudas Mukherji. Nandakumar Vidyalankar signs his name as an attesting witness on this agreement (p. 525, plate II) as Nandakumar Sarma. He was also at Rangpur with Rammohun Roy when, on the 14th January, 1812, Gurudas Mukherji retransferred the said taluks, Ramesvarpur and Govindapur, to Rammohun Roy by a deed of sale written in Persian (plate III), for Nandakumar Sarma also signs this document as an attest-

ing witness. In the first-named document Nandakumar mentions Raghunathpur as his place of residence. This is evidently the village of the same name in the neighbourhood of Radhanagar where Rammohun Roy was born and brought up. In the Vaisakh (April-May) issue of the *Tattwabodhini Patrika* of the saka year 1767 (A.D. 1845) appeared a short biography of Pandit Ramchandra Vidyavagish, a follower of Raja Rammohun Roy, and the first minister of the Brahmo Samaj. Herein it is said that Ramchandra Vidyavagish, son of Lakshmikanta Tarkavagish, was one of the younger brothers of Nandakumar Vidyalankar, and was born at Palpara on the 29th Magh in the saka year 1707 (9th February, 1786). So Palpara or Pallapara, where Ramchandra Vidyavagish was born, was the ancestral home of Nandakumar Vidyalankar. In 1799 he was evidently living at Raghunathpur; but in 1814 he was living with Rammohun Roy at Rangpur, and has named his paternal home at Palpara as the place of his permanent residence. It may be asked, why was Nandakumar Vidyalankar living at Raghunathpur instead of at Palpara in 1799? In the biographical sketch of Ramchandra Vidyavagish referred to above it is stated of Nandakumar Vidyalankar, "He renounced the life of a householder and entered the order of the sannyasis or ascetics and became well-known as Hariharananda Tirthasvami Kula-Avadhuta." *Avadhuta* is an ascetic who follows the teachings of the Tantras. *Kula* is the name of a particular *achara,* form of Tantric worship, also known as *vāmāchāra,* left-hand form, *virāchara,* heroic form, as distinguished from the *dakshināchara,* right-hand form, *paśvāchāra,* beastly form. The *kula* form of worship includes offering of fish, meat and wine to the deity, and even enjoins sexual intercourse as part of the worship. The close association of Rammohun Roy with this strange ascetic from the age of fourteen must be recognised as one of the determining factors of his religious life.

The most authentic connected account of the adolescence of Rammohun Roy is found in the Biographical Sketch compiled

by Dr. Lant Carpenter based on "communications received from the family with whom the Raja resided in London and from the Raja personally" and first published in 1833 in his *Review of the labours, opinions and character of Rajah Rammohun Roy.* Dr. Carpenter writes:—

"Under his father's roof he received the elements of native education, and also acquired the Persian language. He was afterwards sent to Patna to learn Arabic; and lastly to Benares to obtain a knowledge of Sanscrit, the sacred language of the Hindoos. His masters at Patna set him to study Arabic translations of some of the writings of Aristotle and Euclid; it is probable that the training thus given strengthened his mind in acuteness and close reasoning; while the knowledge which he acquired of the Mahommedan religion from Mussulmen whom he esteemed, contributed to cause that searching examination of the faith in which he was educated, which led him eventually to the important efforts he made to restore it to its early simplicity.

"His family was Brahminical, of high respectability; and, of course, he was a Brahmin by birth. After his death the thread of his caste was seen round him, passing over his left shoulder and under his right. His father trained him in the doctrines of his sect; but he very early observed the diversities of opinion existing even among the idolators; and that while some exalted Brahma, the Creator, others gave the ascendancy to Vishnu, the Preserver; and others again to Siva, the Destroyer. It is scarcely possible, too, but that his mind must have been struck by the simplicity of the Mahommedan faith and worship; and at any rate it early revolted from the frivolous or disgusting rites and ceremonies of Hindoo idolatry. Without disputing the authority of his father, he often sought from him information as to the reasons of his faith. He obtained no satisfaction; and he at last determined, at the early age of fifteen, to leave the paternal home, and to sojourn for a time in Thibet, that he might see another form of religious faith.

He spent two or three years in that country, and often excited the anger of the worshippers of the Lama by his rejection of their doctrine that this pretended deity—a living man—was the creator and preserver of the world. In these circumstances he experienced the soothing kindness of the female part of the family; and his gentle, feeling heart dwelt, with deep interest at the distance of more than forty years, on the recollection of that period; these, he said, had made him always feel respect and gratitude towards the female sex, and they doubtless contributed to that unvarying and refined courtesy which marked his intercourse with them in this country.

"When he returned to Hindostan, he was met by a deputation from his father, and received by him with great consideration. He appears, from that time, to have devoted himself to the study of Sanscrit and other languages, and of the ancient books of the Hindoos. He had frequent discussions with his father: through awe of him, however, he never avowed the scepticism which he entertained as to the present forms of their religion; but from some indirect reproaches he received, he imagined that he had fallen under his father's suspicions."[4]

Persian was then the court language, and as a grandson of Brajavinod Roy and a son of Ramkanta Roy, Rammohun was first required to learn his mother tongue and Persian. But it is doubtful whether his father would have required him to learn Arabic and Sanskrit unless his own inclination and perhaps the influence of Nandakumar Vidyalankar had not led him to do so. In his heterodox religious views and his leaving home for a journey to Tibet we may recognize the influence of the same ascetic. Rammohun Roy's Unitarian friend and disciple, Mr. William Adam, writes of him in 1826, "He seems to have been religiously disposed from his early youth; having proposed to seclude himself as a *Sannyasi* (ascetic), or devotee,

4. Miss Mary Carpenter, *The Last days in England of the Rajah Rammohun Roy*, Calcutta, 1915, pp. 2-5.

at the age of fourteen, from which he was only dissuaded by the entreaties of his mother."[5] Evidently Rammohun's proposal to turn an ascetic synchronised with the beginning of his intimacy with Nandakumar. Though his mother succeeded in dissuading him from turning a Sannyasi in his fourteenth year, she failed to dissuade him from leaving his paternal home in the following year for a journey to Tibet. Those who take Tibet as synonymous with Lhassa may consider this journey an impossible feat for a boy of fifteen. But Mount Kailas (22000 feet) to the north of Lake Manasorawar, is in Tibet, and is a favourite place of pilgrimage with the Hindus. Young Rammohun must have entered Tibet with a band of pilgrims, and, instead of returning with them, stayed there for two or three years. It is evidently referring to his visit to Tibet Rammohun Roy writes in the opening sentence of the Arabic preface to his Persian pamphlet, *Tufatul Muwahhidin* (1803 or 1804), "I travelled in the remotest parts of the world, and in plains as well in hilly lands." On his return to India in 1788 or 1789 he was welcomed by his father. He must have visited Patna and Benares on his way to Tibet via Hardwar and Badrinath. After his return home he again proceeded to Patna to study Arabic and to Benares to study Sanskrit, particularly the Upanishads and the Vedanta. Rammohun Roy was back again to Langurpara to be present when his father executed the deed of partition of his immovable property among his three sons on the 1st December, 1796, and to put his signature to it. Ramkanta Roy allotted a fair share of his immovable property, and afterwards never required him to share his losses and troubles. But from statements made by Rammohun Roy's European friends it appears that his religious views, particularly his hostility to idol worship, annoyed his father. Mr. W. J. Fox says in *A Discourse on the occasion of the death of Rajah Rammohun Roy* (London, 1833):

5 Miss Collet, *op. cit.*, pp. 7-8.

"So strongly were his feelings wrought upon by the alienation which then commenced, that through life, under the pressure of dejection or disease, the frowning features of his father would rise unbidden on his imagination."[6]

Mr. William Adam in his Memorandum of 1879 gives a different account of the impression that the religious discussions between father and son left on the mind of the latter. Mr. Adam writes:---

"It is not often that we get an insight into Hindu family life, but his (Ramkanta Roy's) son gave me a slight glance at least in referring to the amicable differences that arose between himself and his father on this subject. I inferred from what Rammohun Roy said that he always left it to his father, as the head and most venerable member of the family to open the question which he thought fit to moot, and when he had finished his immediate argument, he was generally willing to listen to his son with patience, which sometimes, however, forsook him. The son's response after the necessary preliminary admissions, usually began with the adversative particle '*But*' (*kintu*). 'But notwithstanding all this, the orthodox conclusion you aim at does not follow.' The father complained of this, and on one occasion, at least, burst out in the tone of remonstrance, as of an injured party. 'Whatever argument I adduce you have always your *Kintu*, your counter-statement, your counter-argument, your counter-conclusion to oppose to me.' The son recounted this to me with half a smile on his lips and a touch of humour in his voice, but without any expression of disrespect to his father."[7]

Perhaps the original communications of Rammohun Roy on which the statements of Messrs. Fox and Adam are based related to different periods of his early life. He must have had discussions with his father, not only before his departure for Tibet, but after his return from Tibet, and also after his return

6. Miss Collet, *op. cit.*, p. 5.

7. Miss Collet, *op. cit.*, p. 6.

from Patna and Benares till his final separation in 1797. In his answer to the Bill of Complaint filed by the Maharaja of Burdwan on the 16th June, 1823, Rammohun Roy stated that "he had during the life-time of his father separated from him and the rest of the family in consequence of his altered habits of life and change of opinions" (p. 306). In his altered habits Rammohun Roy probably refers to his reluctance to participate in the worship of images actively before his formal abandonment of idolatry.

Rammohun Roy in Business and Service

About nine months after partition, in September, 1797 (p. 142), Rammohun Roy left Langurpara and went to reside in Calcutta, leaving his two wives in charge of his mother Tarini Devi. In Calcutta Rammohun Roy engaged in money lending business and appointed one Goloknarayan Sarkar as his clerk. Goloknarayan was produced as a witness on his behalf before the Supreme Court and was examined on the 11th May, 1819. He deposed that about twenty-one or twenty-two years ago, when he was serving Rammohun Roy as a sarkar or clerk, the latter lent to the Honourable Andrew Ramsay of the Honourable East India Company's Civil Service Rs. 7,500 and sent the amount to the office of the attorney with him (no. 115). Twenty-two years before May, 1819, carry us back to May, 1797, and twenty-one years to May, 1798. So it seems that Rammohun Roy may have been carrying on money-lending business in Calcutta even before he received a share of his father's immovable property in December, 1796. He must have acquired the capital that enabled him to do so before the partition. But our documents throw no light on his earlier activities. Ramkanta Roy states in his deed of gift and partition, "I have not given any cash to either of you three." He allotted to Rammohun the house in Calcutta probably because it was already in his (Rammohun's) occupation as his place of business.

Two years and half after partition Rammohun purchased two taluks, Govindapur and Ramesvarpur, in the Burdwan district, that formed the basis of his future prosperity. These two taluks were sold by auction for arrears of revenue of 1205 B. S. (1788-1799) (no. 14). Govindapur was purchased by Gangadhar Ghose for Rs. 3100 and Ramesvarpur by Ramtanu Roy for Rs. 1250. The sale took place early in April. Rammohun Roy purchased these two taluks for the same prices from the original purchasers on the 30th Ashar, 1206 B.S. (12th July, 1799). Like all taluks and parganas in the Burdwan and Midnapur districts, the Government revenue of these two taluks was highly assessed leaving a small margin of profit for the owner. The annual revenue payable to Government for Govindapur was Rs. 9789-5-1 and for Ramesvarpur Rs. 10,965-1-17. Therefore in revenue sales taluks and parganas in these districts fetched low prices.

A few months after purchasing these taluks Rammohun Roy decided to proceed to Patna, Benares, and other provinces far away from Calcutta. For the proper management of the taluks in his absence he nominally (*benami*) transferred them to Rajiblochun Roy, an influential zemindar of Burdwan whom he calls a "confidential friend," by a deed of sale written in the Persian language (plate I) on the 7th Paush, 1206 B. S. (20th December, 1799). On the same date Rammohun Roy also caused Rajiblochun Roy to sign an agreement (*ikrarnamah*) that he had purchased the taluks *benami*, in his own name, really on behalf of Gurudas Mukherji. The object of this agreement, according to Rammohun Roy's Answer to the Bill of Complaint of Govindaprasad Roy, was that as he had then no child, he desired that his nephew Gurudas Mukherji should inherit the taluks in the event of his death away from home (p. 259). According to the statement of Rajiblochun Roy Rammohun Roy's first son, Radhaprasad Roy, was born six months after the execution of the deeds referred to above (p. 172), that is, about July, 1800. But Rammohun Roy's

nephew Gurudas Mukherji states in his deposition that Radhaprasad was born in 1208 B. S. (1801-1802) (p. 186).

After nominally transferring Govindapur and Ramesvarpur to Rajiblochun Roy, Rammohun Roy got Rajiblochun's name registered in the book of the Collector of Burdwan as the proprietor of the taluks. Rajiblochun Roy paid over the income of the taluks to Rammohun Roy "after deducting the Government rent and the expenses incurred in managing the same." He managed the taluks nominally as his own property from 1207 to 1218 B. S. In the month of Jyaistha 1218 (1811) he executed a deed of transfer of these taluks in favour of Gurudas Mukherji (p. 95) and on his application they were registered in the name of Gurudas in the book of the Collector of Burdwan (p. 171). But Rajiblochun still continued to manage them and pay the net income to Rammohun Roy. The latter got the taluks transferred to himself by Gurudas Mukherji by a deed of sale executed and registered at Rangpur on the 14th January, 1812. (plate III). Then his own name was registered in the book of the Collector of Burdwan as the proprietor of Govindapur and Ramesvarpur in 1221 B. S. (1814-15). The taluks were then let out in farm to Rajiblochun Roy at a net rent of Rs. 5,500 per annum (p.96) "exclusive of the rent to Government and the expences of collection," and he was holding the taluks in farm on the same terms on the date of his deposition before the Supreme Court (20th April, 1819).

Rammohun Roy probably left for Patna, Benares and other places early in 1800 and returned to Calcutta before the end of the year and appointed one Gopimohun Chatterjee his tehvildar or cashier (no. 107). In 1801 he made the acquaintance of one of the best of his friends, Mr. John Digby of the East India Company's Civil Service.[8] In the following year, 1209 B.S. (1802), he lent Rs. 5,000 to Mr. Thomas Woodforde of the Civil Service. Besides money-

8. Miss Collet, *op. cit.*, p. 15.

lending Rammohun Roy also "employed himself in dealing with Company's papers" (p. 184) or buy Company's paper in his own name (p. 136). He first entered into service evidently as *khas-Munshi* or private Persian assistant of Mr. Woodforde. On the 1st February, 1803, Mr Woodforde took charge of the Collectorship of Dacca, Jalalpore (Faridpur) (no. 44). Kishen Chand (Krishna Chandra), the Dewan of the Collectorate, resigned and Mr. Woodforde appointed Rammohun Roy to officiate for him (no. 45). Two months after, when Mr. Woodforde was relieved of his duties as Collector of Dacca, Jalalpore on the 14th May, 1803, Rammohun Roy also resigned his Dewanship (no. 49) and returned to Calcutta, and thence proceeded to Burdwan where his father Ramkanta Roy lay seriously ill. He later told Mr. William Adam "with much feeling that he had stood by the death bed of his father, who with his expiring breath continued to invoke his God—Ram! Ram!"[9] Rammohun Roy performed the *sraddha* (funeral) ceremony of his father either at Burdwan or in Calcutta. His mother, Tarini Devi, performed the *sraddha* of her husband at Langurpara evidently with pomp by pawning the jewels of her grandson (daughter's son) Gurudas Mukherji (p. 229).

Mr. Thomas Woodforde was appointed Registrar of the Appellate Court of Murshidabad from 11th August, 1803.[10] Rammohun Roy evidently accompanied him to Murshidabad as his private munshi, and his first pamphlet, *Tuhfatul Muwahhiddin*, was published there. We know nothing more about the year 1803, and the year 1804 is a blank one. In the year 1805 Rammohun Roy entered the service of Mr. John Digby. In May 1805 Mr. Digby was appointed Registrar of the office of the Magistrate of Ramgarh, then headquarters of the Hazaribagh District, and Rammohun Roy accompanied him to

9. Miss Collet, *op. cit.*, p. 8.
10. Dodwell and Miles, *Alphabetical List of the Bengal Civil Servants*, London, 1839.

Ramgarh evidently as his private munshi. He remained with Mr. Digby as his private munshi continually for ten years, and there sprang up a close friendship between these two men that lasted throughout their lives. Mr. Digby served at Ramgarh till December, 1807, when he was transferred to Jessore as Collector (no. 65). At Ramgarh Rammohun Roy acted as the Sheristadar of the Fouzdary Court for a period of three months when Mr. Digby officiated as the Magistrate of that district (no. 71). He accompanied Mr. Digby to Jessore (nos. 65 and 72), Bhagalpur (no. 66), back to Jessore and finally to Rangpur, when the latter was appointed to act as the Collector of Rangpur in June, 1809 (nos. 67-68).

The Dewan of the Collectorate of Rangpur resigned in October, 1809. Mr. Digby appointed Rammohun Roy Dewan in his room and wrote to the Board of Revenue requesting them to sanction the appointment (no. 70). The Board refused sanction on the ground that the nominee had no experience of Revenue matters (no. 71). In his reply of 31st January, 1810 (no. 72), Mr. Digby expressed sorrow at the Board's paying "so little deference" to his recommendation and concluded :—

"Being thoroughly acquainted with the merits and abilities of Rammohun Roy, it would be very repugnant to my feelings, to be compelled so far to disgrace him in the eyes of the natives as to remove him from his present employment in which I have continued him as officiating in the hope that the character which will be given of him by the natives, to whom the Board are referred, and the knowledge of his business which I have declared him to possess, will induce them to confirm him in the appointment of Dewan of my office for which I am confident he is perfectly well qualified."

In their reply (no. 73) the Board not only refused to alter their decision, but greatly disapproved of the style of Mr. Digby's letter and warned him that they would be compelled "to take very serious notice of any repetition of similar disrespect towards them." Rammohun Roy evidently did not feel disgraced by

his removal from the Dewanship, but remained at Rangpur with Mr. Digby for four years and a half longer till the latter was relieved of his office on the 20th July, 1814, (no. 74). He accepted service with Thomas Woodforde and John Digby, evidently not for the emolument and official advancement, but with other objects in view. As we have seen above, he was engaged in money-lending business in Calcutta. Taluks Ramesvarpur and Govindapur must have been yielding him an annual income of about Rs. 5,500 under the able and faithful management of Rajiblochan Roy. His own share of his father's landed property that was allotted to him probably enabled him to meet all the expenses at Langurpara. When he took service with John Digby in 1805 he did not abolish his Calcutta business, but left a cash-keeper (Gopimohun Chatterji) in charge of it. His annual savings from all these sources must have been considerable. He purchased the four following Patni taluks in the years and at prices named in the following list (pp. 97-98, 263-64):—

B. S. 1210 (1803-04)	Langurpara	
B. S. 1215 (1808-09)	Beerlook (Birluk)	Rs. 11,000
B. S. 1216 (1809-10)	Kissenagore (Krishnanagar)	Rs. 7,100
	Serampore (Srirampur)	Rs. 725

These four taluks jointly yielded a profit of Rs. 5,000 or Rs. 6,000 annually (p. 98). As we have already stated, Rammohun Roy also dealt in Company's paper. He of course received good salary as Khas Munshi from his admiring employer, Mr. Digby. His cash-keeper at Calcutta, Gopimohun Chatterji, says in his deposition, "Rammohun Roy at different times sent sums of money from Rungpore to Calcuta" (p. 137). But when he decided to take service with Mr. John Digby leaving his business in Calcutta in charge of his cash-

keeper, he took risk of loss of which the emoluments of service could hardly have afforded adequate compensation. Therefore he must have had also other objects in view than mere monetary gain when he decided to go out of Calcutta as the private munshi of English Civil Servants. One such object was learning the English language and studying the English character. Mr. Digby writes in his preface to *Abridgment of Vedanta* already referred to :—

"At the age of twenty-two (really twenty-four, i.e. in 1796) he commenced the study of English language, which not pursuing with application, he, five years afterwards (1801), when I became acquainted with him, could merely speak it well enough to be understood upon the most common topics of discourse, but could not write it with any degree of correctness. He was afterwards employed as Dewan, or principal native officer, in the collection of revenues, in the district of which I was for five years Collector, in the East India Company's Civil Services. By perusing all my correspondence with diligence and attention, as well as by corresponding and conversing with European gentlemen, he acquired so correct a knowledge of the English language as to be enabled to write and speak it with considerable accuracy. He was also in the constant habit of reading the English newspapers, of which the continental politics chiefly interested him."[11]

Rammohun Roy had an insatiable desire for acquiring knowledge. Soon after retirement from Mr. Digby's service he formed the plan of proceeding to England and entering one of the English Universities. In a latter addressed to Mr. Digby, then in England, towards the end of 1816 and published in the preface to the London edition of *Abridgment of Vedanta* he writes :-

"This engagement has prevented me from proceeding to Europe as soon as I could wish. But you may depend upon my setting off for England within a short period of time; and if

11. Miss Collet, *op. cit.*, p. 15.

you do not return to India before October next, you will most probably receive a letter from me, informing you of the exact time of my departure for England, and of the name of the vessel on which I shall embark."[12]

Lieut-Col. Fitzclarence (Lord Munster) in his account of Rammohun Roy in his *Journal of a Route across India, through Egypt to England, in the year* 1817 *and* 1818, writes, "He is desirous to visit England and enter one of our universities where I should be most anxious to see him, and to learn his ideas of our country, its manners and customs."[13]

The civil suit filed by his nephew Govindaprasad Roy in the Supreme Court on the 23rd June, 1817, evidently prevented Rammohun Roy from carrying out this plan. About the time when he came to settle in Calcutta in 1814 he purchased two houses in the town, a two-storied (upper-roomed) garden house at Simla for Rs. 13,000 and another two-storied house and ground at Chowringhee for Rs. 20,317 (p. 266). His garden house at Maniktala was probably built or purchased later. During his stay at Rangpur from 1809-14 his income from his six taluks, about Rs. 11,000 a year, must have been accumulating and enabled him to purchase and build these houses in Calcutta. It is possible to account for all the investments he made in landed and house property without taking into account the salary he earned as the private munshi of Messrs. Woodforde and Digby. He started the great mission of his life in Calcutta that involved heavy pecuniary sacrifices for a man of his limited means with a net income of about Rs. 11,000 to 12,000 a year. He owed this decent income to the judicious management of his business in Calcutta and of his taluks by his trust-worthy agents and his loyal and faithful friend Rajiblochan Roy.

Mr. Digby made over charge of his office of Collector of Rangpur, as stated above, on the 20th July, 1814. Early in

12. Miss Collet, *op. cit.*, p. 37. 13. Miss Mary Carpenter, *op. cit.*, p. 57.

January 1815, he applied for permission to proceed to England by the next ship for the re-establishment of his health and the settlement of his private affairs (nos. 76-78). The permission was duly received, and Mr. Digby resigned his service in accordance with the usage of those days and embarked for England (nos. 79-80). Rammohun Roy, now aged 42 years, settled in Calcutta to carry on the great mission of his life for which he had been for so long so diligently equipping himself.

Rammohun and his Mother

As stated above, after dividing the major portion of his immoveable property among his three sons in December, 1796, Ramkanta Roy went to Burdwan to look after the parganas he held in farm. Jagamohun evidently went to Midnapur to manage his taluks. Tarini Devi, mother of Jagamohun and Rammohun, took charge of the house at Langurpara. Her elder co-wife, Subhadra Devi, lived with her and so did the wives of her two sons. From the time of partition Jagamohun (so long as he could) and Rammohun contributed equally to the fund from which the expenses of the household of Tarini Devi and of all religious ceremonies performed by her were met (pp. 256-57). The fund arose from the rents and issues of certain lands which were set apart for that purpose by the brothers (p. 100). Jagamohun Roy, who, as we have already seen, was confined to the Dewani jail of Burdwan in June, 1801, and later on transferred to the Dewani jail of Midnapur, evidently remained in confinement till February, 1805, and was released on payment of Rs. 1,000 in cash and undertaking to pay the balance, Rs. 3458, by instalments at the rate of Rs. 100 a month (nos. 56-58, 60-61). The sum of Rs. 1,000 that Jagamohun had to pay in cash for procuring his release was advanced to him by Rammohun Roy (p. 527). Jagamohun Roy lived at Langurpara after his release, and died seven years later about the month of Chaitra, Bengali san 1218 (March-April, 1812) (p.

257), leaving as his sole heir his son Govindaprasad, then aged about 14 (pp. 100, 200). His half-brother Ramlochan Roy died two years earlier, in Paush, B.S. 1216 (Dec.-Jan., 1809-10) (p. 65).

Rammohun Roy transferred his half share of the paternal house at Langurpara to his nephew Gurudas Mukherji in Agrahayana, 1221, November-December, 1814, (p. 110) as a compensation for the loss of the right of inheriting Govindapur and Ramesvarpur. He had a garden laid out and a pukka (brick) house built in a neighbouring village, Raghunathpur (p. 99), where he removed his family in Magh, 1223, (January-February, 1817) (p. 101). Perhaps this was the last straw that broke the camel's back—drove the mother to desperation and engage in active hostility. When Rammohun Roy began his crusade against idolatry, he must have stopped payment of his share of the cost of the idolatrous religious ceremonies performed by his mother. One of the rules of his Atmiya Sabha founded in 1815 required it. In the Church of England *Missionary Register* for September, 1816, it is stated of Rammohun Roy and his early followers:—

"They call themselves a society, and are bound by certain rules, one of which is, that no man shall be admitted into their number except with this condition, that he renounce idol worship. Of these rules however, they do not seem to be very uniform in the observance. One of the society, though he professes to have renounced idolatry, yet keeps in his house a number of gods, as well as two large pagodas; his society granted him a dispensation on this head, because he possesses a certain quantity of land from the King of Delhi for this purpose, and if he were to destroy his idols, he might lose his land."[14]

The repudiation of idolatry by Rammohun Roy evidently provoked his nephew Govindaprasad, supported of course by Tarini Devi, to excommunicate him and his family. Becharam

14. Miss Mary Carpenter, *op. cit.*, p. 31.

Sen who was a mohurrir in the service of Rammohun Roy from 1215 (1808-1809) to 3rd Agrahayana, 1223, (17th November, 1816), and was cited as a witness of Govindaprasad Roy, says in his deposition:

"Saith that he was discharged from the said (Rammohun Roy's) service on the third Agraun in the year one thousand two hundred and twenty three owing to this deponent having sided with the complainant Govindpersaud Roy in matter regarding their cast in which they differed but that he was not discharged for any misconduct in service Saith that four or five days after he was discharged from the service of the defendant (Rammohun Roy) he entered the service of the complainant"[15] (p. 103).

Presumably difference regarding caste arose on account of abandonment of idolatry by Rammohun Roy, and when Govindaprasad Roy decided to declare his uncle an outcaste on this ground, Becharam Sen supported him. Govindaprasad Roy, then an inexperienced young man of 19 or 20 years, did not stop there. He filed a suit in the Supreme Court in its Equity Division on the 23rd June, 1817, laying claim to half the entire property, movable and immovable, belonging to Rammohun Roy as the "only son, heir and legal personal representative of Juggomohun Roy." In the Bill of Complaint or plaint, after referring to the deed of partition executed by Ramkanta Roy on the 1st December, 1796, Govindaprasad Roy

15. In the original deposition (p. 103) it is said that Becharam Sen served as Mohurrir of Rammohun Roy from 1215 "to the third of Agraun in the year one thousand two hundred and twenty three"; but one line below the date of Becharam Sen's discharge is given as "third of Agraun in the year one thousand two hundred and twenty four." The first date, 3rd Agrahayana, 1223, appears to be the correct date of Becharam Sen's discharge, and the order of events appears as follows, 3rd Agrahayana, 1223, (November, 1817), Becharam Sen's discharge on account of siding with Govindaprasad Roy; Magh, 1223 (January-February, 1817), Rammohun Roy's removal to Raghunathpur house; 23rd June, 1817, suit filed by Govindaprasad Roy in the Supreme Court.

states that when Jagamohun Roy, Rammohun Roy and Ramlochan Roy took possession of the shares allotted to each of them in the instrument of partition, Ramlochan Roy separated himself from the family and went and lived apart and divided. But Ramkanta Roy and Jagamohun and Rammohun, immediately and shortly after the partition re-united and lived together as an Hindoo family, and became again and were joint and undivided in food property and in all other respects until the death of Ramkanta Roy sometime in Jyaistha (May-June), 1803. Jagamohun Roy and Rammohun Roy continued joint and undivided in food, property and in all other respects after the death of their father until the death of Jagamohun Roy in Chaitra (March-April) 1812 (p. 64). After his father's death Govindaprasad Roy also continued to live with Rammohun Roy as an undivided Hindu family at the family house at Langurpara until the 16th Magh, 1223, 27th January, 1817 (p. 68) when Rammohun Roy removed to his newly built house at Raghunathpur. Govindaprasad Roy then discovered that Rammohun Roy was seeking to injure and defraud him and to deprive him of his share of the joint estate. He therefore prayed to court that he might be declared entitled to one full half share of the joint estate; Commissioners might be appointed to execute a partition of the immovable property; and the defendant (Rammohun Roy) might be ordered to come to an account with him relating to the joint movable property.

This suit instituted by Govindaprasad Roy against his uncle was a very serious and a very expensive affair. A young man of 19 or 20, and of limited means, just emerging from minority, can hardly be expected to undertake the risk of such litigation at his own initiative. Whence came the suggestion and the promise of support? Rommohun Roy's answer to this question may be gathered from one (eleventh) of the cross interrogatories intended to be put to his mother Tarini Devi who was cited as a witness by Govindaprasad Roy

and filed at the court on the 6th September, 1819. We learn from these interrogatories that Tarini Devi had serious disputes and differences with Rammohun Roy on account of his religious opinions. She instigated and prevailed upon Govindaprasad Roy to institute the suit in the Supreme Court against Rammohun Roy, as a measure of revenge, because he (Rammohun) had refused to practise the rites and ceremonies of the Hindu religion in the manner in which she wished the same to be practised or performed. Tarini Devi, Govindaprasad Roy and other members of her family had cut off all intercourse with Rammohun Roy on account of his religious opinions and writings. She had repeatedly declared that she desired the ruin of Rammohun, and that there would not only be no sin, but it would be meritorious to effect his temporal ruin, unless he resumed or followed the religious usages and worship of his forefathers. She had publicly declared that it would not be sinful to take away the life of a Hindu who had forsaken idolatry and ceremonies of Hindu worship. Tarini Devi knew well that the suit in the Supreme Court would not have been instituted if Rammohun Roy had not acted in religious matters contrary to her wishes and entreaties and differently from the practices of his ancestors. Even after the institution of the suit Tarini Devi made a last attempt at reconciliation. She went in person to Calcutta and met her son Rammohun Roy in his house at Simla and requested him to make a grant of a piece of land the profits whereof might be applied towards the worship of an idol. The son refused to comply with this request and thereby encourage the worship of idols, but offered to his mother instead a large sum of money to be distributed in charity to the poor. Tarini Devi was exceedingly displeased with her son for his refusal to comply with what must have appeared to her a very modest request and left for Langurpara uttering threats (p. 234). These questions indicate that mother and son showed equal ardour in upholding their own views, and the unexpected character of her son's uncompromising hostility to

idolatry totally upset her and led her to adopt a vindictive course..

The suit was filed, as stated above, by the complainant Govindaprasad Roy on the 23rd June, 1817. Rammohun Roy's answer is missing from the original file, but a summary of it is incorporated in the Decree (pp. 255-272). Herein Rammohun Roy states that his father's deed of partition was duly registered by the Kazi of Krishnanagar. He admits that the family of his brother Jagamohun Roy and his own family lived at Langurpara under the superintendence and management of his mother, both the brothers contributing to the support of her household from their separate earnings and funds. They were separate in all other respects. Interrogatories or questionnaires for his own witnesses were filed on behalf of the complainant Govindaprasad six months after the institution of the suit on the 27th January, 1818, and seven witnesses were sworn to these interrogatories on the 12th February, 1818 (p. 83). The defendant filed his cross interrogatories for the cross examination of two of these, Becharam Sen and Krishnamohun Dhara, on the 5th March, 1818. Becharam Sen's examination-in-chief took place on the 26th and 28th March, and 9th April, and his cross-examination on the 9th and 10th April, 1818. We have already stated that Becharam Sen was a mohurrir in the service of Rammohun Roy continually for eight years, and then, on being discharged for espousing the side of Govindaprasad Roy against his employer in social dispute, he entered the service of Govindaprasad in November, 1816 (p. xliv). He accompanied Govindaprasad to Calcutta when the latter came to reside there evidently to conduct the case against his uncle (p. 102). Regarding the main question at issue in the suit, whether Jagamohun Roy and Rammohun Roy re-united and "were joint in food, property and in all other respects," Becharam Sen says in his examination-in-chief that from the date of partition (1st December, 1796) to his death, Jagamohun Roy, and after his death till 1223 (1816-17) his son, Govindaprasad

Roy, lived with Rammohun Roy "undivided as to food but that their property always continued distinct which he this deponent knows from being now in the service of Govindaprasad Roy and from having seen his books" (p. 95). Becharam Sen also says that Govindapur, Ramesvarpur and other taluks claimed by Govindaprasad Roy as joint property in his Bill of Complaint had been purchased by Rammohun Roy from his separate fund and were in his sole possession. So there is no material difference between Becharam Sen's deposition and Rammohun Roy's Answer except on a few minor points.

After the deposition of Becharam Sen who gave away his case, Govindaprasad Roy could not produce any other witness. Examination of witnesses on behalf of the defendant, Rammohun Roy, began at the end (28th) of September, 1818, and continued till May 14, 1819. Cross interrogatories on behalf of the complainant had not been filed, and Rammohun Roy's witnesses were not cross-examined. When the examination of witnesses for the defendant was closed, Govindaprasad Roy made an affidavit (no. 117) on the 11th June, 1819, stating that his Attorney caused subpœnas to be issued by the court on the 1st October, 1819, on Tarini Devi and eight other witnesses, but that he hath not been able to procure the attendance of any of them for examination although he hath used all due diligence for that purpose. He added that Hiraram Chatterji, Bipraprasad Roy, Sobhachandra Roy and Tarini Devi were material witnesses without whose evidence he could not safely proceed to a hearing in this suit. He therefore prayed that he might be given one month's time within which he expected to procure the attendance of those witnesses. The prayer for a month's time was granted.

At the end of the month's time, on the 10th July, 1819, Govindaprasad Roy again made an affidavit praying for two month's more time for compelling the attendance of witnesses without whose testimony he could not safely proceed to a hearing of the case, viz., Tarini Devi and eight others (no. 118).

Two persons, Ramdhon Mukherji and Matuk Sardar, employed for serving the subpœnas, made affidavits on the same date that they had been severely beaten by two of these witnesses, Ramdhan Degree and Raghubir Degree, and the subpœna had been torn and thrown down on the ground. Only five out of the seventeen persons to whom subpœnas had been issued on the 12th June came to Calcutta to attend the court. This prayer also was granted. In the meantime three witnesses, Radhakrishna Banerji (31st August and 1st September), Ramchandra Banerji (2nd September), and Abhaycharan Datta (6th September), were examined on behalf of the complainant Govindaprasad Roy. The first of these men, Radhakrishna Banerji, aged about 35, was the Purohit or domestic priest of the family. In his examination-in-chief he admits "that he had not the means of knowing or being acquainted nor was he acquainted with the affairs and concerns of the said family either during the life of the said Ramkanta Roy or since his death other than as such matters became notorious and known to everybody in the neighbourhood" (p. 207). Later on Radhakrishna Banerji says more explicitly that he does not know on what terms Jagamohun and Rammohun lived after the partition and he never heard of any re-union beween the parties.

Ramchandra Banerji, aged about 30, also states, like Radhakrishna Banerji, "that he had not the means and opportunity of knowing and being acquainted with nor was he acquainted with the affairs and concerns of the family" (p. 217). On one point only he lends support to the claim of Govindaprasad Roy, though on hearsay. He says, taluks Krishnanagar and Birlook "were generally considered as the joint property of the said Juggomohun Roy and Rammohun Roy," but he does "not know who actually made the purchase or out of whose or what fund the same were paid for" (p. 218).

Abhaycharan Datta, aged 70, also had not the like opportunity of knowing and being acquainted with the affairs and transactions of the family after the death of Ramkanta Roy

(p. 225). He made one important admission. He said that the mother of Rammohun Roy had told him that the taluks Govindapur and Ramesvarpur had been purchased by Ramtanu Roy and Gangadhar Ghose, and Rammohun Roy purchased these taluks from them (p. 226).

If these three witnesses did not give away the case of the complainant like Becharam Sen, their depositions were of little help in proving his case. Govindaprasad Roy filed another petition to the court on the 15th September, 1819, praying for a further period of fifteen days to enable him to procure the attendance of Tarini Devi and three other witnesses to give evidence (no. 127). Nothing came of this petition. Govindaprasad Roy had also petitioned the Court to be allowed to conduct the case as a pauper (in forma pauperis) on the 24th August. The prayer was granted on the 14th September. Rammohun Roy filed a petition to the court for the discharge of the order and made an affidavit on the 23rd September. He was supported by seven witnesses who also made affidavits. The permission to conduct the case as a pauper was finally cancelled on the 6th October, 1819 (nos. 129-130).

While the complainant Govindaprasad Roy practically failed to produce evidence, either oral or documentary, in support of his case, Rammohun Roy succeeded in proving his case to the hilt. By making the admission in his Answer that his family lived with the family of his brother Jagamohun Roy jointly as regards food at Langurpara under the management of his mother as stated in the Bill of Complaint, he had taken upon himself the burden of proving that he and Jagamohun Roy were not joint in property and in other respects. In support of his case Rammohun Roy produced ample evidence, both oral and documentary. Men who had had excellent opportunities of being acquainted with the affairs and concerns of the family appeared as witnesses. Rammohun Roy's first cousins belonging to the Radhanagar family, Guruprasad Roy and Ramtanu Roy, and his nephew Gurudas Mukherji, gave accounts of the internal

affairs of the family. Rajiblochan Roy, a wealthy zeminder, who held in farm most of the taluks of Rammohun Roy, bore witness to the fact that whoever might be the nominal proprietor of the taluks, their net income was always paid over to Rammohun Roy. The cashier of Rammohun Roy's Calcutta office stated that business was carried on there in the name of Rammohun Roy alone. Valuable documents were produced to show that Jagamohun Roy's transactions were carried on separately by himself on his own behalf. The handwriting of Jagamohun Roy on these documents was duly identified by several witnesses.

The case came up for final hearing on the 10th December, 1819. No person appeared for the complainant. The counsel for the defendant argued the case and the judgment was delivered in his presence. After giving summaries of the Bill of Complaint of the complainant and the Answer of the defendant, and briefly describing the proceedings, the Decree is thus concluded :—

"The Court doth think fit to adjudge Order and Decree that the said Bill of Complaint of the complainant in this cause do stand absolutely dismissed out of and from this Court with costs" (p. 271).

The Decree is signed by three judges of the Supreme Court, the Hon'ble Sir Edward Hyde East, Kt., Chief Justice, the Hon'ble Sir Francis Macanaghten, Kt., and the Hon'ble Sir Antony Buller, Kt., Justices.

Thus ended a suit that should never have been instituted and that proved ruinously expensive to both the parties. It must have exhausted the resources of Tarini Devi and broken her heart. Early in the following year, 1820, she decided to retire from Langurpara and spend her last days at Puri in the service of Jagannath, the presiding deity of that most holy place. Before she set out on her last pilgrimage she bade good-bye to her son. Dr. Lant Carpenter gives the following sketch of her character and the following account of her last interview with

her illustrious son in his Biographical Sketch of Rammohun Roy:—

"Every member of his own family opposed him; and he experienced even the bitter alienation of his mother, through the influence of the interested persons around her. In his early days, his mother was a woman of fine understanding; but, she had been among his most bitter opponents. He, however, manifested a warm and affectionate attachment towards her, and it was with a glistening eye that he told us she had 'repented' of her conduct towards him. Though convinced that his doctrines were true, she could not throw off the shackles of idolatrous customs. "Rammohun," she said to him, before she set out on her last pilgrimage to Juggernath, where she died, "you are right, but I am a weak woman, and am grown too old to give up these observances which are comfort to me," she maintained them with the most self-denying devotion. She would not allow a female servant to accompany her; or any other provision to be made for her comfort or even support on her journey; and when at Juggernaut, she engaged in sweeping the temple of the idol. There she spent the remainder of her life—nearly a year if not more; and there she died. He recently stated, however, that before her death she expressed her great sorrow for what had passed, and declared her conviction in the unity of God, and the futility of Hindoo superstition."[16]

Tarini Devi died, not a year, but two years, after her arrival at Puri, on the 21st April, 1822. The news of her death was published in Rammohun Roy's Bengali paper, *Sambad Kaumudi*. The following summary of the news was published in the *Calcutta Journal* of May 13, 1822:—

Sambada Kaumudi, No. 23. "Died on the 21st April, at Khettru (Jagganaut) where she had resided for two years, the mother of Dewan Rammohun Roy; and her obsequies were to be performed on the 4th May."

16. Miss Mary Carpenter, *op. cit.*, pp. 9-10.

Litigation did not cease with the retirement of Tarini Devi. Durga Devi, widow of Jagamohun Roy and mother of Govindaprasad Roy, filed another suit in the Supreme Court in its Equity division on the 13th April, 1821, to recover possession of the taluks Govindapur and Ramesvarpur. In the Bill of Complaint in his own suit Govindaprasad Roy had stated that these taluks were originally purchased by Gangadhar Ghose and Ramtanu Roy at a public sale for arrears of revenue on behalf of Ramkanta Roy with the joint moneys and fund of himself and his sons, Jagamohun Roy and Rammohun Roy; and then Ramkanta Roy caused them to execute deeds of sale of the same taluks in the name of Rammohun Roy but in trust for and for the joint benefit of himself (Ramkanta Roy), Jagamohun Roy and Rammohun Roy. Govindaprasad Roy claimed half the share of these taluks as the sole heir of Jagamohun Roy. But his mother Durga Devi tells a different tale in her Bill of Complaint. She states that she lent Rammohun Roy Rs. 4,500 which enabled him to purchase the taluks Govindapur and Ramesvarpur. The latter (Rammohun Roy) then transferred the taluks to her by a deed of sale executed on the 5th Sravan 1206 (19th July, 1799), and took them to farm upon lease for six years by executing a Kabuliyat or deed of agreement on the same date. Both the documents bearing the signature of Rammohun Roy were enclosed with the Bill of Complaint and their English translation reproduced in it. Rammohun Roy executed another Kabuliyat addressed to Durga Devi on the 27th Jyaistha, 1215, taking in farm the same taluks for a further term of seven years. But he refused to deliver possession of the taluks to her at the end of the term and withheld the rent due to her. The complainant prays to court to compel the defendant Rammohun Roy to give back her taluks together with title deeds and other documents and to pay her dues. The second Kabuliyat bearing the signature of Rammohun Roy was also enclosed with the Bill of Complaint and its English translation reproduced in it (no. 132).

This case was instituted with the full knowledge of Govindaprasad Roy who signs his name as an attesting witness to Durga Devi's warrant of attorney of the 29th September, 1820. Rammohun Roy filed his Answer to the Bill of Complaint on the 5th September, 1821, wherein he declared that the statements regarding his borrowing Rs. 4,500 from Durga Devi and other connected transactions were untrue and denied the execution of the deed of sale and the two Kabuliyats (no. 135). Durga Devi failed to produce a single witness to prove her case. The three alleged original documents submitted by her with the Bill of Complaint are attested by the three witnesses, Gangadhar Ghose, Becharam Sen, Hingunsho. None of these three persons appeared before the court to give evidence. The complaint of Durga Devi was therefore finally dismissed with costs for want of prosecution on the 30th November, 1821 (no. 140).

Seven Years of Polemical War
1817-1823

The story of the civil and criminal cases instituted against Rammohun Roy and his son Radhaprasad Roy that the documents published in this volume unfold were directly or indirectly provoked by his activities as a religious reformer, and the polemical war that he carried on in that capacity. So the portrait of the man that these documents reveal will be incomplete without a short account of the controversies that he was engaged in.

In a short biography of Rammohun Roy published in the *Tattvabodhini Patrika* it is said of his early religious tendencies, "He assiduously practised Vaishnava rites, and his devotion to Vaishnavism was so great that he would not drink water without reading a chapter of the Srimad-Bhagavata daily."[17] As we have already seen, his intimacy with Nandakumar Vidya-

17. *Tattvabodhini Patrika,* Vaisakh (April), Saka year 1768, A.D. 1846.

lankar, an ascetic, began when he "attained the age of fourteen years" (May, 1884). Study of the Arabic translation of Aristotle's logic at Patna evidently shook his faith in all religions based on revealed texts. This stage of the development of his religious views finds expression in his Persian pamphlet with an Arabic introduction, *Tuhfatul Muwahhiddin* referred to above (p. xxxvii). In this pamphlet Rammohun Roy explains that faith in One Being "who is the source of creation and the governor of it is universal," but peoples differ "in giving peculiar attributes to that Being" and other matters pertaining to religion. As all these divergent views cannot be true, so logically all must be false. "Hence falsehood is common to all religions without distinction."[18] The author's want of faith in the peculiar attributes assigned to the Supreme Being discloses the influence of the Vedantic conception of the Nirguna (attributeless) Brahma. The reason why Rammohun Roy wrote this pamphlet in Arabic and Persian was, as he explained later, he could not write English at the time of its composition.[19] Deeper study and meditation in course of time led to the partial modification of his opinion regarding the scriptures of the different religions. He came to recognize the revealed character of those scriptures,—the Hindu Sastras and the Bible "that declare God to be One and above the apprehension of internal and external senses."[20]

After his retirement from Rangpur and settlement in Calcutta in 1814 Rammohun Roy began his campaign of religious reform by publishing a Bengali translation of the *Vedantasutras* of Badarayana according to Sankara's commentary in 1815, the *Vedantasara* in Bengali, the *Abridgment of*

18. *Tuhfatul Muwahhiddin* or *Gift to Deists* by Late Rajah Rammohun Roy, translated into English by Moulavi Obaidullah El Obaide, Calcutta, 1884.

19. *Appeal to the Christian Public* (1820), *The English Works of Raja Rammohun Roy*, Vol. III, Calcutta, 1901, p. 89.

20. *Ishopanishad*, English translation, Preface.

Vedant in English, and the Bengali and English translation of the *Isa* and the *Kena* Upanishads in 1816, and the Bengali translation of the *Katha, Mundaka* and *Mandukya* Upanishads in 1817. In the introductory chapters of these publications he lays under contribution other Hindu Sastras, the Smritis, the Puranas and the Tantras, and refutes arguments in favour of idolatrous rites with vigour. He began his campaign against the Sati or burning widows alive by publishing his first tract in 1818 showing that the cruel rite was disapproved by the most authoritative Brahmanic codes. His denunciation of idolatry evoked replies and led to acrimonious controversies with the champions of popular Hinduism that raged continuously for seven years from 1817 to 1823.

While engaged in polemics with the advocates of idolatry and Sati, Rammohun Roy broke new ground and provoked another and more arduous controversy with Christian missionaries by publishing *The Precepts of Jesus the Guide to Peace and Happiness extracted from the books of the New Testament, ascribed to four Evangelists* in 1820. A few observations in the short introduction to this little volume raised a storm. A writer in *The Friend of India* (no. 20) who signed his name, "A christian Missionary" called the compiler of the Precepts a "heathen" and an "injurer of the cause of truth." Dr. Marshman, the editor, supported the Christian missionary in an editorial. Rammohun Roy published a reply to these criticisms in a pamphlet entitled *An Appeal to the Christian Public, in defence of the Precepts of Jesus* by "A Friend to Truth" in the same year (1820). In this first Appeal he avowed his faith "in the truths revealed in the Christian system" (Bible) and in the divine message of the Jesus of Nazareth, but declared the incomprehensibleness of the mysterious doctrine of three Gods in one Godhead. Dr. Marshman published his reply to this first Appeal in *The Friend of India,* Quarterly Series, no. 1. Rammohun Roy published an elaborate rejoinder, *Second Appeal to the Christian Public* in 1821 wherein he endeavours

to prove the unscriptural character of the Christian doctrines of Trinity and atonement—Jesus sacrificing his life for the expiation of the sins of mankind.

While Dr. Marshman, the head of the Serampur Baptist Mission, was engaged in preparing his rejoinder to Rammohun Roy's Second Appeal, a letter appeared in the *Samachar Darpan* of the 14th July, 1821, a weekly newspaper in Bengali printed at the Baptist Mission Press, Serampur, attempting to show the unreasonableness of all the Hindu Sastras and thereby disprove their authority. It was stated at the end of the letter:—

"Whoever writes a proper answer may have it printed and everywhere distributed by sending it to the Shreerampore printing office."

A reply to the letter written in the Bengali language was sent to the editor of the *Samachar Darpan* in the name of Sivaprasad Sarma by Rammohun Roy. As the editor refused to insert the reply in his paper, Rammohun Roy published it in two numbers of a bilingual tract called *Brahmansevadhi* in Bengali and *Brahmunical Magazine* in English. In the concluding paragraph of the Magazine no. II the author returned to his attack on the doctrine of Trinity. A reply appeared in English in the *Friend of India* no. 38. Rammohun Roy published a rejoinder in he *Brahmunical Magazine,* no. III.

While engaged in these controversies, Rammohun Roy undertook a fresh translation of the four Gospels into Bengali language with the co-operation of two members of the Baptist Mission of Serampore, Rev. William Yates and Rev. William Adam. Mr. Yates withdrew his co-operation on account of difference of opinion. In a letter of May 7, 1821, Mr. William Adam writes to Mr. Wright, "It is now several months since I began to entertain some doubts respecting the Supreme Deity of Jesus Christ, suggested by frequent discussions with Rammohun Roy, whom I was endeavouring to bring over to the belief of the Doctrine, and in which I was

joined by Mr. Yates, who also professed to experience difficulties on the subject."[21] Mr. Adam's doubts regarding the divinity of Jesus Christ turned into certainty, and by the latter end of 1821 he publicly avowed Unitarianism.[22] This shocked the European Christian community who called the new convert, "the second fallen Adam." In September, 1821, the Calcutta Unitarian Committee was organised of which Rammohun Roy and his friends Dwarkanath Thakoor and Prasanna Kumar Thakoor, and his son Radhaprasad Roy were the Indian members. In January, 1822, a house was rented and Mr. Adam conducted there Christian worship regularly.

Dr. Marshman's reply to Rammohun Roy's *Second Appeal* appeared in No. 4 of the Quarterly Series of *The Friend of India* December, 1821. Rammohun Roy's rejoinder, *Final Appeal to The Christian Public*, was published a year later, printed at the Unitarian Press, Dhurmtollah, and not at the Baptist Mission Press, Circular Road, like the *Precepts* and the first two *Appeals*. The Preface of the *Final Appeal* is dated Calcutta, January 30, 1823. In a Notice attached to the first edition of the *Final Appeal* it is stated, "The acting proprietor of that (the Baptist Mission) Press having, since the publicaton of the Second Appeal, declined, although in politest manner possible, printing any other work that the author might publish on the same subject, he was under the necessity of purchasing a few types for his own use."

The opposition that Rammohun Roy's criticism of Christianity provoked was not confined to the Missionaries of the Baptist Mission of Serampore or the proprietor or proprietors of the Baptist Mission Press of Calcutta, but spread to other quarters. He writes in his Preface to the *Final Appeal*, "I am well aware this difference of sentiment has already occasioned much coolness towards me in the demeanour of some whose friendship I

21. Miss Collet, *op. cit.*, p. 66.
22. *The English Works of Raja Rammohun Roy*, Vol. III, p. 115.

hold dear." If Rammohun Roy's friends grew cold, those Europeans who knew him only by his writings on Christianity, must have grown hostile. In the Preface to the *Final Appeal* Rammohun Roy proposed to establish a monthly periodical publication devoted to Biblical Criticism to be printed and circulated at his own expense wherein the grounds of both Unitarian and Trinitarian doctrines might be explained by their advocates. The proposal led a lay champion of the divinity of Christ, a pugnacious medical man, Dr. Tytler, to challenge Rammohun Roy to meet him and discuss the question face to face. Rammohun Roy refused to take him seriously and poured ridicule on his views under the name of Ram Doss in the columns of the *Bengal Hurkaru* of May, 1823. The last shot fired from the Baptist camp was a tract in Bengali issued from the Mission Press, Serampore, criticising Vedanta and Unitarianism. Rammohun Roy vigorously defended both the systems and again pointed out the errors of 'Trinitarianism in the *Brahmunical Magazine*, no. IV (November 15, 1823).

The year 1823 was one of the busiest years in Rammohun Roy's public life, and the one in which his all-round unpopularity for his zeal for all-round reform reached its height. The bitterest attack on him on behalf of Hindu orthodoxy, *Pashanda-piran* (persecution of the heretic), and his reply, *Pathyapradana* (medicine for the sick), were published in this year. On the 14th March, 1823, Mr. John Adam, the acting Governor-General, issued a Rule and Ordinance curtailing the liberty of the press. Rammohun Roy and his friends submitted a memorial to the Supreme Court praying that the Ordinance might not be registered, that is to say, might be disallowed, and engaged counsels to plead the cause of freedom of the press before the court. The Supreme Court rejected the memorial. Rammohun Roy not only submitted an Appeal to the King in Council against the decision, but stopped the publication of his weekly newspaper in Persian, *Mirat-ul-Akhbar*, as a protest. Even this negative protest was resented. "The *Asiatic Journal* of

January, 1824, in recording the announcement, objects to it as having a direct tendency to reflect on the act of Government,"[23]

The treatment meted out to Rammohun Roy's famous Letter on English Education addressed to Lord Amherst at the end of 1823 (11th December) best illustrates the official attitude towards him at this period. The government had undertaken to appropriate public funds for the promotion of education among Indians. Rammohun Roy had expected that this fund would be utilised in establishing a seminary where mathematics, natural philosophy, chemistry, and other useful sciences "which the natives of Europe have carried to a degree of perfection that has raised them above the inhabitants of the other parts of the world" would be taught. But when he learnt that the Government were establishing a Sanskrit school under Hindu Pundits to impart such knowledge as was already current in India, he wrote protesting against the proposal and showing the futility of the different branches of Sanskrit learning as instruments of secular education, and sent the letter to Lord Amherst through Bishop Heber. The letter was forwarded to the General Committee of Public Instruction by the Secretary to Government in the Persian Department with a covering letter. The Committee in their meeting of the 14th January, 1824, passed this resolution:-

"Under the discretion vested in the Committee with respect to addressing any observations on the letter of Rammohun Roy either to himself or to Government the Committee resolve that it is unnecessary to offer any Remarks. The erroneous impressions entertained by the author of the letter are sufficiently adverted to in the letter from the Secretary to the Government; but had the views taken in the letter been less inaccurate the Committee would still conceive it entitled to no reply, as it has disingenuously assumed a character to which it has no pretensions. The application to Government against the cultivation of Hindu

23. Miss Collet. *op cit.*, p. 101.

literature, and in favour of the substitution of European tuition, is made professedly on the part, and in the name of the natives of India. But it bears the signature of one individual alone, whose opinions are well known to be hostile to those entertained by alomost all his countrymen. The letter of Rammohun Roy does not therefore express the opinion of any portion of the natives of India, and its assertion to that effect is a dereliction of truth, which cancels the claim of its author to respectful consideration."[24]

MR. JOHN DIGBY AT BURDWAN
1822—1823

Mr. John Digby returned to India from England in November, 1819, after an absence of over four years. As we have already stated, he did not forget Rommohun Roy during his absence, but reprinted his *Abridgment of Vedant* and the English translation of the *Cena Upanishad* with a suitable introduction in London in 1817. On his return to India he was out of employment throughout 1820 and the greater part of 1821 when he received a subsistence allowance of Rs. 325. During this period of unemployment Mr. Digby must have very often met Rammohun Roy in Calcutta. In September of 1821 he was appointed acting Collector of Burdwan, and early in February, 1822, he was confirmed in his appointment (no. 143). Some time before Mr. Digby came to Burdwan as the Acting Collector an important change had taken place in the ministerial establishment of the Collectorate. In May, 1821, Debnarayan Bose, who had served as Naib or assistant Sheristadar for 23 years, and had been in that office for 32 years, was appointed Head Sheristadar or head of the minis-

24. *Proceedings of the General Committee of Public Instruction, Vol. 5, (1823-41), pp. 45-48.*

The meeting of the Committee was attended by the following members:— Mr. Harrington, President, Messrs Larkins, Morton, Bayley, Lumsden, Shakespear, Mackenzie, Prinsep, Stirling, Wilson (Secretary).

terial staff (no. 142). When Mr. Digby took charge of the Burdwan Collectorate he found the office of the second or Naib Sheristadar vacant and nominated one Neelmony (Nilmani) to officiate. As Nilmani resigned, he appointed Radhaprasad Roy, son of Rammohun Roy, Naib Sheristadar (p. 419). As already stated (p. xxxv), two somewhat divergent statements are found in he records of the case brought by Govindaprasad Roy against Rammohun Roy, relating to the date of birth of Radhaprasad; one made by Rammohun Roy's intimate friend Rajiblochan Roy, and another by his nephew Gurudas Mukherji. The latter, a member of Rammohun Roy's family, was evidently better informed of the two witnesses, and we may take his statement that Radhaprasad was born in the Bengali year 1208 (beginning from about the middle of April, 1801 and ending about the middle of April, 1802), as the correct date of his birth. So he was a young man of 21 or 22 years at the time of his appointment as the Naib Sheristadar of the Burdwan Collectorate.

Mr. Digby found the Collectorate of Burdwan a hotbed of intrigue and corruption. On the 31st August, 1822, he examined the treasury and found the total cash short of the recorded cash balance and other irregularities (p. 317). He, therefore, dissmissed the Khajanchi or Treasurer, Deviprasad Sarkar, under orders of the Board of Revenue. Deviprasad requested Mr. Digby to appoint his nephew in his room. The latter refused to do so and nominated Sibnarayan Roy, the eldest son of Rajiblochan Roy, as the Treasurer. Debiprasad Sarkar, who entered the service of the Raja of Burdwan after his dismissal, attributed the nomination of Sibnarayan to the interest and exertions of Radhaprasad Roy, and conspired with the Head Sheristadar, Debnarayan Bose, against him. Three suits of bribery were instituted against Radhaprasad before the Magistrate of Burdwan. The first case was brought by Deviprasad's brother-in-law, the Daroga of Stamps, alleging that he (Radhaprasad) had received a bribe

of Rs. 373 from the mofussil vendors of stamps; the second, by Deviprasad's nephew, for demanding a bribe of Rs. 50 for obtaining an *amulnamah* or power of possession of the Khundghoshe Chakran (service) lands; the third, by Deviprasad's Mokhtar, for demanding a bribe of Rs. 25. Anonymous letters were also sent to one of the newspapers of Calcutta and to public officers of Government filled with the most abusive language against Mr. Digby and foulest charges against Radhaprasad Roy. Mr. Digby alleges in his letter of the 8th October, 1822, that Debnarain Bose, the Head Sheristadar, was notorious as a writer of anonymous letters (pp.318-319). Evidently no harm came to Radhaprasad Roy from these complaints. His first cousin Govindaprasad Roy was appointed Abkaree (excise) Tehsildar (collector) of Burdwan by Mr. Digby in November, 1822 (nos. 147-148). Early in the following year (1823) Deviprasad Sarkar submitted a petition to the Board complaining that Mr. Digby had not given him receipts for the amount of money left by him in the Treasury when he was relieved of his office as Treasurer and concluded by stating that all his difficulties were due to the enmity of Radhaprasad Roy (no. 160).

Mr. Digby appointed Sibnarayan Roy, the eldest son of Rajiblochan Roy, acting Treasurer immediately after the dismissal of Deviprasad Sarkar, and in his letter of the 3rd September, 1822, addressed to the Board, recommended him as "a man of very respectable character and family, modest and gentlemanly in his manners and appearance" (no. 144). The Board in their reply (20th September) refused to recognize these qualifications adequate, and wanted to know "the nature of the proposed Treasurer's past employments the character which he has maintained in them " (no. 145). Mr. Digby sent his reply to the Board's letter of the 20th September four months after, on the 26th December, 1822, and reported that during five months' tenure of office as the acting Treasurer Sibnarayan had performed his duties satisfactorily, and, that before his

appointment he had managed his father's large estate for three years (no. 149). Sibnarayan himself declared his age to be 25 years at the time of his appointment (p. 412). In their reply (no. 150) of the 14th January, 1823, the Board again refused to sanction the appointment of Sibnarayan on account of his youth and want of mature experience of public service, and requested Mr. Digby to select a person "less liable to this objection" (no. 150). Mr. Digby wrote his reply to this letter about a year after (2nd December, 1823). Herein he puts down the age of Sibnarayan as 26 and says in effect that he is the best man available (no. 162). In their reply the Board confirmed the appointment of Sibnarayan Roy "trusting that you would not involve in a responsibility so serious as would be that of recommending in the very high and strong terms" Sibnarayan Roy, "were he not entirely deserving of the high character and qualification you describe him to possess" (no. 163). What really led Mr. Digby to take so favourable a view of the character of Sibnarayan Roy is thus explained by him in his explanation of the 22nd September, 1824, after the latter had thrown him and Radhaprasad Roy overboard :—

"With regard to the manner of his (Sibnarayan's) appointment, his father Rajiblochan Roy in whom, having long known him, I had reposed confidence, earnestly solicited this situation for his son, and representing him as perfectly qualified and offering to pledge his whole Estates for his son's fidelity in the discharge of his duties" (p. 411).

The real source of trouble in the Collectorate of Burdwan when Mr. Digby assumed charge of the office of Collector was not corrupt practices of the ministerial staff for which there was remedy, but deep-rooted party spirit with powerful outside support. Maharaja Tejchand of Burdwan had a son named Pratap Chand who died leaving widows who claimed property belonging to their deceased husband as their heritage. This claim was opposed by their father-in-law. When Mr. Digby assumed charge of the office litigation was proceeding between

Maharaja Tejchand and his daughters-in-law for the possession of Ganga-Manoharpur (Gunga Mannohurpoor) taluk. Debnarain Bose, the Head Sheristadar, was a partisan of the Maharaja and the Ranis also had their friends in the Collectorate. Gurudas Mukherji, nephew (sister's son) of Rammohun Roy, was the Dewan of Pratap Chand, and after his death acted as the vakil (agent) of his widows and conducted the law-suit instituted by the Maharaja on their behalf (pp. 307 and 447). When Radhaprasad Roy entered the Burdwan Collectorate as Naib or assistant Sheristadar, closely related as he was to Gurudas Mukherji, he was viewed with suspicion by Debnarain Bose, and naturally found himself identified with the party of the Ranis. Ganga-Manoharpur taluk was registered in the Collectorate in the name of the Ranis. With a view to establish Maharaja Tejchand's claim to this taluk Debnarain Bose endeavoured to procure Mr. Digby's signature as Collector to a receipt (chalan) for Rs. 1275 offered to be paid on the part of the Maharaja as the revenue of the taluk. Mr. Digby writes: "But fortunately I had been warned of this intrigue by the friends of the Ranees and consequently refused to sign any receipt for revenue from a person in whose name the estate was not registered in the record and returned the sum offered" (p. 323). Radhaprasad Roy probably sided with the friends of the Ranis, as Mr. Digby writes in his explanation of the 9th October 1824, that he assisted them (p. 447).

Now to return to the story of Debnarain Bose, by his misconduct in connection with the payment of the revenue of Ganga Manoharpur taluk by the Raja of Burdwan he lost the confidence of Mr. Digby who thenceforward ignored him and consulted Radhaprasad Roy and other officers. Formal complaints also were made charging Debnarayan Bose of corrupt practices. One such complaint was that he had accepted a bribe of Rs. 25 from one Rammohun Majumdar (p. 327 &c), and the other was that he held in farm chakran land under a fictitious name and thereby caused loss of revenue to government (no. 151). When

Mr. Digby was carrying on investigation into the complaint of Rammohun Majumdar in open Court, Debnarain Bose's son and nephew caused him (Rammohun Majumdar) to be arrested in his presence by the bailiff in execution of a decree in favour of the Raja of Burdwan (pp. 324 and 326). Debnarain Bose, instead of waiting for Mr. Digby's report to the Board as a result of his investigations regarding complaints against him (Debnarain), that is to say, being on the defensive, himself took the offensive by submitting a petition to the Board against Mr. Digby in April, 1823. The Board forwarded this petition to Mr. Digby with their letter of the 2nd May calling for his explanation. Mr. Digby's explanation was conveyed in his letter of 13th June, 1823 (no. 153), and additional explanation in his letter of the following day (no. 154). Mr. Digby thus concludes his second letter:—

"Under all these circumstances and in consideration of the general conduct of the present Head Sheristadar as particularized in my letter of yesterday's date I am obliged to withhold all confidence upon him; and as the Board consider me responsible for my proceedings, I am under the necessity of suggesting to the Board the expediency of removing him from his situation and of authorising me to nominate another person in his place" (p. 338).

The Board in their letter of the 20th June, 1823, permitted Mr. Digby to remove Debnarain Bose from his office and to nominate his successor (no. 151). Mr. Digby nominated Kunjabehari (Koonjbeharry) Roy, for several years Sheristadar of the Dewani Adalut of Zila Ramgar and of Furruckbad for the vacant post (no. 157). The Board duly confirmed the appointment of Kunjabehari Roy as the Head Sheristadar of the Burdwan Collectorate in the place of Debnarain Bose (18th July, 1823).

When Rammohun Majumdar's complaint to Mr. Digby against Debnarain Bose for taking bribe was under investiga-

tion, Debnarain instituted a criminal case against Radhaprasad Roy and Rammohun Majumdar for conspiracy and perjury in the court of Mr. J. R. Hutchinson, Magistrate of Burdwan. Mr. Hutchinson held the trial on the 1st July and forwarded the proceedings to Mr. Digby with his letter of the 5th July requesting him (Mr. Digby) to refer to the Board the result of his inquiry into the charges brought against Debnarain Bose, and, at the same time, to adopt such measures as might lead to a prosecution and conviction of Rammohun Majumdar and Radhaprasad Roy. Mr. Digby refused to do either in his letter of the 9th July "not only on account of its (Mr. Hutchinson's inquiry) having been entered into in opposition to the Regulation which I have pointed out, but on account of the Board having as stated in their letter, removed that man from office, merely in consequence of my not reposing any trust or confidence in him" (p. 342). In his reply (14th July, 1823) Mr. Hutchinson writes to Mr. Digby that the inquiry held by him created such strong suspicion of conspiracy against Radhaprasad Roy in his mind and disclosed such proof of perjury against Rammohun Majumdar and others "that I conceived you would as an act of justice to Debnarain Bose have immediately adopted such measures as might in the end at least have exculpated him from the charge of Bribery; and have rendered him fit to be employed again in the public service" (p. 343). Failing to induce Mr. Digby to adopt any such measures, Mr. Hutchinson approached the Board of Revenue in his letter of the same date (no. 158). The Board replied (on the 25th July) that they observed with regret that Mr. Hutchinson's proceedings in the case of Debnarain Bose were extra-judicial and not required by any existing regulation; but they were convinced that his proceedings had been influenced solely by an anxious desire to further the ends of Justice. It is very doubtful if Mr. Hutchinson's anxious desire to further the ends of Justice would have been stimulated so far as to undertake extra-judicial and illegal proceedings if the aggrieved party had been any other person than Debnarain Bose,

restored to health as soon as he had expected, he applied to the Board of Revenue for leave of absence evidently in the third week of July. When he received the orders of the Board granting him leave and directed the staff of the Collectorate to prepare to make over charge to his successor, Sibnarayan Roy the Treasurer, instead of attending office, went to the Magistrate and presented a petition complaining that Radhaprasad Roy, the second Sheristadar of the Collectorate, had embezzled Rs. 1,36,000 from the Treasury (no. 164). Sibnarayan stated in his petition that he was very young, not more than 22 years of age. In cosequence of strict intimacy between their parents, Rajiblochan Roy and Rammohun Roy, he was acquainted with Radhaprasad Roy. Two years ago Radhaprasad offered him the post of Treasurer of the Burdwan Collectorate. Sibnarayan at first refused to accept the post on account of his youth, but was prevailed upon to do so. But he was not allowed to interfere in the works of the Treasury. Radhaprasad, who had unbounded influence over Mr. Digby, and was the *de facto* Collector, abstracted from the Treasury all the Bank notes as they were paid in, and thus formed a separate fund amounting to Rs. 1,36,000. Radhaprasad carried on the work of the Treasury with the help of the Assistant Treasurer, Ramdhan Chatterji, and Sibnarayan merely signed whatever they told him to sign. At last rupees two lakhs (200,000) was ordered to be remitted to Murshidabad. As only one and a half lakhs of rupees was forthcoming from the Treasury, Radhaprasad raised Rs. 14,000 by pawning halves of Bank Notes for Rs. 26,500 through a Muktar. When the Commercial Resident of Haripal wanted Rs. 50,000 Radhaprasad Roy induced Mr. Digby to write and say that there was no money in deposit in the Treasury. At last when Mr. Digby was granted leave of absence and the news of the coming of his successor was received, "every exertion was made to get money and Radhaprasad said he would detain the Collector and all would yet go well." Failing in his attempt to raise money Radhaprasad advised

Sibnarayan to abscond. Sibnarayan, instead of doing so, complained to the Magistrate (pp. 357-58).

On receipt of this complaint the Magistrate summoned Radhaprasad Roy who immediately attended the court and "shewed a letter from the Treasurer's father (Rajiblochan Roy) on the 25th instant requesting that the sums which had been made use of by his son and Ramdhun Chaterjee without the Sheristadar's (Radhaprasad Roy's) knowledge might be refunded in the course of two months" (p. 350). This letter, as we learn from Mr. Digby's letter of the 9th October, 1824, to the Board (no. 207) was written by Rajiblochan Roy on the 9th Sravan (23rd July, 1824) stating that his second son Ganganarayan brought the news of the defalcation, that Ramdhan Chaterji, the Assistant Treasurer, was guilty of it, and that matters could not be managed if it was concealed from Radhaprasad (p. 450). After the perusal of this letter the Magistrate called on Mr. Digby personally and requested him to inspect the Treasury. As the latter could not undertake the inspection on account of "severe debility," the Magistrate did so and found a deficiency of Rs. 1,36,360.8.8.3. He, therefore, requested Mr. Digby to hand over the Treasurer, Sibnarayan, to him. Mr. Digby suspended Sibnarayan Roy, handed him over to the Magistrate, and reported these incidents to the Board in his letter of the 27th July, 1824 (no. 163). From this narrative it will be seen that the Magistrate at first did not believe the story of Sibnarayan that Radhaprasad had embezzled the money. He, therefore, did not ask Mr. Digby to hand over Radhaprasad Roy to him. Radhaprasad then tendered resignation of his post of Naib Sheristadar which was accepted by Mr. Digby on the 31st July (p. 358). On receipt of Mr. Digby's letter, the Board of Revenue appointed Mr. Molony, the Superintendent and Remembrancer of Legal Affairs, as a Commissioner to inquire into the embezzlement and to superintend and direct Mr. Armstrong, the successor of Mr. Digby, with the approval of the Governor General in Council (nos. 165-166).

Mr. Molony arrived at Burdwan on the morning of the 8th August, 1824. He was no stranger to the kachari or official circle of Burdwan. He had acted in various capacities in the office of the Magistrate of Burdwan (Asst. Registrar, Additional Registrar, Registrar) for about six years from 1815 to the end of 1820.[25] On Monday, the 9th instant, he "proceeded to the Collector's office in order to be present when Mr. Armstrong received charge", for "narrowly watching the conduct of every individual concerned during the operation of delivering over charge of the office" (p. 357). He "found Mr. Digby labouring under a great degree of bodily suffering and extremely weak;" "his understanding appeared completely imbecile." Mr. Molony's first report was forwarded on the 14th August, and a supplementary report on the 10th September, 1824. These reports sum up the evidences on the strength of which he ordered the prosecution of Radhaprasad Roy on a charge of fraudulently embezzling public money from the Treasury of the Collectorate of Burdwan, of Sibnarayan Roy for being accessory to and conniving at the fraudulent embezzlement, of Ramdhan Chaterji, Naib Treasurer, for being an active accessory to and accomplice, and Pitambar Chaterji, Head Writer, and Ramchand Ganguli, Record Keeper, for being accessories and accomplices in the above embezzlement (p. 400). The Board of Revenue forwarded an extract from the first report of Mr. Molony with their letter of the 31st August, 1824, to Mr. Digby, requesting him to submit full explanation on several points (no. 185). In this letter they call Mr. Digby's attention to the fact that further report on Shunnuk Loll Tewary's petition promised by him in his letters of the 7th and the 13th June, 1823, does not appear ever to have been received, and observe that if he had prosecuted his inquiry into the serious charges brought by the petitioner with energy and effect, it might have been the means of preventing the late embezzlement

25. Dodwell and Miles, *op. cit.*

(pp. 377-78). Mr. Digby's letter of the 22nd September, 1822, addressd to the Board of Revenue (no. 198) contains his explanations on the points raised in Mr. Molony's first report, and his letter of the 9th October, 1824 (no. 207), deals with the additional points raised in the supplementary report. In these letters Mr. Digby, though suffering from the illness that he contracted at Burdwan and that brought his life to a premature end, explains his conduct in a dignified manner, and defends Radhaprasad Roy against the charge of embezzlement with vigour. The Board of Revenue submitted Mr. Digby's explanations with their letter of the 19th October, (no. 209). Herein (p. 452) the Board retract the opinion they expressed about the petition of Shunnuk Loll Tewary in their letter of 31st August, 1824, and add :—

"On mature deliberation and with reference to the party spirit which has long prevailed at Burdwan between Mr. Digby's native officers and the Rajah and his Omlah, to the complexion of the evidence adduced, and to the circumstances of the parties concerned at the time of the enquiry conducted by the Superintendent and Ramembrancer of Legal Affairs, contrasted with Mr. Digby's having thrice solemnly asserted that he did personally examine and find correct the state of his Treasury and that he did ascertain that the other allegations in the Petition were unfounded we have no hesitation in believing Mr. Digby and more particularly as we entirely concur in opinion with him that the anonymous Petitioner would not have failed to inform the Board if Mr. Digby had as has been stated by the depositions taken wholly misconducted the enquiry directed and deceived the Board by a false report" (p. 452).

We have made this long quotation from a document printed in this volume because it enables one to view the proceedings in the Collectorate of Burdwan from July, 1824, in true perspective. The story of the embezzlement in the Burdwan Treasury told in Shunnuk Loll Tewari's petition of May, 1823, on the one hand, and in Sibnarayan Roy's petition of July, 1824, on the

other, is cast in the same mould (pp. 458 and 357). Again, Radhaprasad Roy's ascendancy over Mr. Digby is emphasised in these documents as well as in Debnarain Bose's petition to the Board of May, 1823 (pp. 323-26). In the above extract the Board uneqivocally retract their opinion that Shunnuk Loll Tewary's petition was not wholly untrue, and that if inquiry into the charges brought against Radhaprasad Roy therein had been vigilantly and zealously conducted in June and July, 1823, it might have been the means of preventing embezzlement of the public money in June and July, 1824. One of the reasons adduced by the Board for doing so is the untrustworthiness of the evidence influenced by "the party spirit which has long prevailed at Burdwan between Mr. Digby's native officers and the Rajah and his Omlah." The Board was not unaware of the fact, as the above extract will show, that the same party spirit ("the circumstances of the parties") survived at the time when Mr. Molony also conducted his inquiries. But though they had no hesitation in believing Mr. Digby when he declared that the allegations made against Radhaprasad Roy in Shunnuk Loll Tewary's petition were unfounded, yet they believed in similar allegations made in Mr. Molony's reports in spite of Mr. Digby's assertion to the contrary. In these reports Mr. Molony takes no notice of the letter that Rajiblochan Roy, father of Sibnarayan, wrote to Radhaprasad on the 9th Sravan, corresponding to 24th July, 1824, referred to above. Mr. Digby, as stated above, gives a summary of it in his letter of the 9th October, 1824, to the Board (p. 450), and testifies to its genuineness by stating, "This letter was written in Rajiblochan's own hand, was shown me before I left Burdwan and has, I am informed, been laid before the Magistrate." The members of the Board of Revenue, Messrs J. Pattle and W. Trower, who sign the Board's letter of the 19th October, 1824, embodying their judgment on Mr. Digby's conduct, not only ignore Rajiblochan Roy's letter, but also forget Sibnarayan Roy's "rather quietly consenting as his

son's security to make good the whole embezzlement" as noted by themselves (p. 454), and give it as their deliberate opinion :—

"We still are of opinion that Mr. Digby's culpability consists solely and entirely in his having placed a most reprehensible confidence in Radhapersaud Roy and others his native Officers and in his allowing them, to the total neglect of the personal controul vigilence and discipline he was bound to exercise in the discharge of his public duty a license and discretion in the fulfilment of their Official obligations which afforded them (as might be expected) the most complete opportunity for gross corruption and every other description of abuse of office" (p. 456).

Mr. Digby could not be condemned for his official conduct without the condemnation of Radhaprasad Roy for corruption. The Board of Revenue in effect do so even before the beginning of the trial of the latter. On the 29th October, 1824, the Governor General in Council granted Mr. Digby permission "to proceed to the Cape of Good Hope for the benefit of his health, and to be absent on that account for a period of twelve months" (no. 218). He died at the Cape of Good Hope, evidently a broken-hearted man, before he could receive the news of the acquittal of Radhaprasad Roy and the vindication of his official character. Raja Rammohun Roy had no greater friend than this unfortunate Englishman whose admiration for the great reformer was at the root of much of his troubles at Burdwan.

The Board of Revenue was led to pass their judgment on the conduct of Mr. Digby by the reports of Mr. Molony who appears to have begun his inquiry with certain prepossessions. Born in 1801 or 1802, Radhaprasad could not have been much above 23 at the time of Mr. Molony's inquiries, and could not have been much above 21 when Mr. Digby appointed Sibnarayan Roy to be acting Treasurer of the Burdwan Collectorate. About Radhaprasad's share in this appointment Mr. Molony writes in his first report, "My belief as to the real case

is that Radhapersaud having established (and he most unquestionably possess it to the present moment) a complete ascendancy over Mr. Digby's official opinions, when a new Treasurer was required sought out one of his own friends to share what he could make Rajiblochun Roy a man of some landed property was chosen, he went security and his son then only about 18 or 19 years of age, if so much was made the nominal Treasurer and Ramdhun the Naib an older hand shrewd and of some experience was sent to work the machine" (p. 365). Mr. Digby entered the Company's Civil Service even before the birth of Radhaprasad Roy. He was appointed a writer on the 27th August, 1799, and his residence in India commenced on the 9th December, 1800.[26] How could a young man of 21 establish complete ascendancy over such a veteran Mr. Molony seems never to have asked himself. He evidently discerned the shadow of some one else behind Radhaprasad. For, later on in the same paragraph he writes, "The earnestness with which the appointment of Sibnarayan was urged" in a correspondence which lasted for over a year "shows that some one had a very strong interest in getting the point carried." Here Radhaprasad is not named. Mr. Molony's next sentence leaves no doubt that by "some one" he suspects an outsider. He writes:—

"The original drafts of the first letter to the Board (dated 3rd Sept. 1822) is not to be found in the office and that the Draft of the 2nd letter (dated 26th Dec. 1822) is neither in Mr. Digby's own hand writing or in that of any of the established writers of the office, none of whom can tell whose hand it is lead strongly to the inference that Mr. Digby had been led in this case as in other case" (p. 366).

By the time Mr. Molony appeared in the scene, August, 1824, many people in and outside the Collectorate of Burdwan must have come to know the hand writing of Radhaprasad. As none of the witnesses examined by him could recognize the

26. Register of Government Civil Servants of the Bengal Establishment (*mss*).

writer of the draft of the second letter, Mr. Molony must have written these lines under the suspicion that it must have been in the hand writing of an outsider. In their letter of the 31st August, 1824, addressed to Mr. Digby, the Board very nearly draw the same conclusion. They write:—

"And at the same time you will distinctly state by whom the Draft of the letter to the Board of the 26th December, 1822, was written. The Board hope this draft was not prepared by Radhapersaud or any of his family" (p. 380).

There was only one other member of Radhaprasad's family who could be suspected of influencing Mr. Digby and drafting the letter,—his father Rammohun Roy. Mr. Molony's remarks relating to the draft of the second letter on Sibnarayan's appointment leave enough room for such conjecture. But in fact it was not the second letter that procured the confirmation of Sibnarayan Roy, but the third written a year later (no. 162) to the draft of which Mr. Molony does not refer.

In his first report Mr. Molony has no hesitation in openly avowing that he suspended or removed from office some of the ministerial officers of the Burdwan Collectorate on account, in addition to other grounds, of their connection with Rammohun Roy, father of Radhaprasad Roy. Thus he first writes about Kunjabihari Roy (Koonjbeharee Roy), the Head Sheristadar, he "is I understand an old dependent of Rammohun Roy" (p.360) and later on states that he is "suspended both on the ground of his connection with Rammohun Roy and his total incapacity." The Stamp Darogah (Ramhari Mitra) and Abkaree Tuhseeldar (Govindaprasad Roy) "have likewise been removed on account of their default and as connexions of Rammohun Roy" (pp. 164-165). Kunjabihari could not be a dependent of Rammohun Roy for he was holding the office of Sheristadar of the Dewani Adalat of Ramgar (Ramghur) when Mr. Digby and Rammohun Roy were there; and he could not be a connection of Rammohun Roy, because he was not a Brahman (pp. 340 and 416). Mr. Armstrong, the Acting

Collector, thus explains the grounds of Kunjabehari Roy's dismissal :—

"Koonjbiharee Roy the head Seristadar was dismissed on the same day, on the grounds of his being utterly incapable of performing the duties of his situation and certifying in open court his unacquaintance with all the documents in the sherista (archive) and with all orders that had been passed by the Collector, thus registering his own incapacity and being besides a connexion of the family of Radhaprasad Roy" (pp. 369-370).

It is difficult to determine how Mr. Armstrong could discover Kunjabehari Roy's unacquaintance with *all* the documents and *all* the orders during the three days of excitement and chaos (9th to 11th August) that he devoted to taking charge of his office. His discovery was facilitated by his determination to reappoint Debnarayan Bose on whose dismissal Kunjabihari Roy was appointed Head Sheristadar of the Burdwan Collectorate before he left Hugli on his transfer from that station to Burdwan as acting Collector. He writes in his letter of the 21st May, 1825, containing explanations regarding the petition of Pitambar Chaterji (Petumber Chatterjee) :—

"In order to place in their true colour the false and shameless accusations against Mr. Molony and myself touching my nomination of Debnarain Bose, I take this opportunity of informing the Board that I had contemplated employing this individual prior to my leaving Hooghly......On reaching the station Debnarain Bose presented me with a letter of Recommendation from a friend who was well acquainted with his character I then consulted with Mr. Molony, who I found entertained the highest opinion of his integrity and fitness for the situation" (p. 477).

The "false and shameless accusation" is contained in a petition (no. 227, March 30, 1825) submitted to the Board by Pitambar Chaterji, the Head Writer of the Burdwan Collectorate, who was sent up for trial to the Magistrate as an acces-

sory to the embezzlement. The Magistrate, while acquitting him of the criminal charge, declared him unfit for public service. Pitambar submitted the petition to the Board of Revenue against this dicision praying for restoration to his appointment, and a supplementary petition (no. 228) giving account of an instance of the corrupt practices of Debnarayan Bose. Before dealing with the content of these petitions I shall briefly describe the earlier effors made by Messrs. Molony and Armstrong to reinstate Debnarayan Bose which best illustrate their attitude.

In his first report on the embezzlement in the Burdwan Collecorate Mr. Molony cites Debnarayan Bose's dismissal as another instance of the misdeeds of Radhaprasad Roy and his adherents. He writes that Mr. Elliot not only considered Debnarayan "the most useful man on the Establishment but also as the most upright native he had met with." As he interfered with the views of Radhaprasad and his adherents, his ruin was determined on. But the notoriety of the cabal that brought about his dismissal, the excellent character that he bears among all classes of the natives, Mr. Molony's own knowledge of his experience in revenue matters, induced Mr. Molony to consider him as the fittest person to be the Head Sheristadar, and, Mr. Armstrong fully concurring in this opinion nominated Debnarayan Bose to the post (made vacant by the dismissal of Kunjabihari Roy). In spite of all this Mr. Molony could not question the justness of the orders passed by the Board on Debnarayan's dismissal, but he trusted that the circumstances that had then come to light (embezzlement) would induce the Board to restore him to the post he formerly held (pp. 366-367).

In his letter of the 16th August (1824) Mr. Armstrong, the acting Collector, reported to the Board, among other things, the dismissal of Kunjabihâri Roy, the Head Sheristadar, and Lala Madan Gopal, the successor of Radhaprasad as Naib Sheristadar, and the appointment of Debnarayan Bose "recommended to me most strenuously by Mr. Molony" and Mirza Haidar

Ali (Hyder Allee) to the vacancies. In their reply of the 24th September, the Board, while entirely approving the removal of these officers, postponed for the time being passing orders on the appointment of Debnarayan Bose and Mirza Haidar Ali (no. 200). In their letter of the 19th October, 1824, (no. 210) to Mr. Armstrong, forwarding an application from Ramlochun Dutt, Sheristadar of Hijli (Hidgellee), for the post of the Head Sheristadar of the Burdwan Collectorate, the Board observed that they were convinced that he (Mr. Armstrong) would not have considered Debnarayan Bose deserving of their confirmation had he been aware that Debnarayan had previously suffered considerably in the Board's confidence when engaged in reviewing the conduct of Deviprasad Sarkar, formerly Treasurer of the Burdwan Collectorate. In the concluding paragraph of this letter the Board defines the principle that should be followed in making appointments at Burdwan:—

"In conclusion I am directed to state that the Board are particularly anxious that the Successor to Koonjabeharry Roy shall be an individual who has hitherto had no connection with either your Native Officers, your district, or it's zumeendars, in order to prevent, as far as is possible, the recurrence of the hostility, confusion, litigation and trouble which has alternately existed as the principal Officers of your Establishment have been connected with or opposed to the Landed proprietors of your district" (p. 460).

In his reply (of the 25th October, 1824) to this letter Mr. Armstrong expressed his willingness to appoint Ramlochun Dutt Head Sheristadar, and added that since Debnarayan's reappointment on the 12th August he (Armstrong) had found him most attentive to his duties and well versed in revenue matters, but he (Armstrong) did not know that Debnarayan had forfeited the confidence of the Board on any other occasion. Ramlochun Dutt was accordingly appointed Head Sheristadar and took charge of his office early in November, 1824 (no. 217). Debnarayan Bose appealed to the Governor General in Council

for reinstatement. Mr. Armstrong also soon found Ramlochun Dutt incapable of discharging the duties, wanting in experience, activity and zeal, and early in January, 1825, compelled him to submit his resignation. When forwarding a copy of Ramlochun Dutt's letter of resignation to the Board Mr. Armstrong writes in his letter of the 4th January, 1825, that he tolerated Ramlochun's continuance in office "under the hope that the result of his predecessor Debnarain Bose's appeal to the Right Honorable the Governor General in Council would have been a restoration to the appointment I had nominated him to" (p. 467).

Evidently Debnarayan Bose's appeal to the Governor General in Council did not lead to his reinstatement as hoped by Mr. Armstrong. But the petitions of Pitambar Chaterji referred to above enabled Mr. Armstrong to reopen the question again. In his first petition Pitambar Chaterji alleged that in their inquiries about embezzlement and in dealing with the officers of the establishment of the Collectorate who were sent for trial and dismissed, Messrs. Molony and Armstrong had acted under the guidance of Debnarayan Bose, his (Pitambar's) enemy, whose corrupt practices he had exposed. Pitambar does not also spare Mr. Hutchinson, the Magistrate. He writes that after Mr. Hutchinson failed to force Debnarayan Bose upon Mr. Digby, coolness existed between him (Hutchinson) and Mr. Digby (p. 471). I have already referred to Mr. Armstrong's letter regarding Pitambar Chaterji's petition and given an extract from it. In a supplementary petition (no. 228) Pitambar complains that Debnarayan Bose farmed certain chakran land in the name of another person while he was in public service and retained it for 12 years. This supplementary petition was also sent to Mr. Armstrong for his explanation. In his letter of the 2nd June, 1825, relating to it, occurs this touching passage:—

"I know not why I should have been called on for a Report on the petition now under reply as the individual against whom the charges are brought has been prohibited from holding the situation to which I nominated him perhaps the Board may

entertain the wish of reinstating him should they on reconsideration find that the former charges were not sufficiently substantiated I am willing to hope that this may be their object as the more I enquire the more I am disposed to consider such an act as one of justice to this individual—As I have been anticipating that further enquiry would be made into the grounds of dismissal. I have not recommended my present Acting Head Sheristadar for confirmation because I do not think him so well qualified for performing the duties of the office under my charge as Debnarain Bose" (pp. 481-482).

The Acting Head Sheristadar referred to here is Ramlochun Dutt whose enforced resignation had not been accepted on account of the Board's refusal to reinstate Debnarayan Bose. In their reply to Mr. Armstrong's explanations regarding Pitambar Chaterji's petitions the Board stated that as far as his (Pitambar's) own reinstatement was concerned the petitions deserved no consideration; they had no doubt that in the discharge of public duties Messrs. Molony, Hutchinson and Armstrong had been actuated by the most honourable motives; but having carefully and deliberately considered all the circumstances on the records of this department affecting the official character of Debnarayan Bose" they found no reason whatsoever to consider the orders dismissing him from his office "otherwise than entirely just and proper" (no. 234). When Mr. Armstrong obstinately persisted in refusing to recommend Debnarayan's successor Ramlochun Dutt for confirmation, the Board lost their patience and wrote, "It would have been more becoming to doubt whether you yourself had sufficiently considered the duties of a Sheristadar in all their bearings nor can the Board easily account for your opinion of Ramlochun Dutt differing so widely as it appears to do from that entertained of him by Mr. Fortescue, Mr. Reed and other more experienced Public Officers" (no. 245). The Board might have refused to approve the dismissal of Kunjabihari Roy who originally succeeded Debnarayan Bose as Head Sheristadar on very similar grounds, for Mr. Miller

and other more experienced public officers entertained opinion of his capacity that differed widely from that entertained by Mr. Armstrong (pp. 340, 416 and 510). But they were prevented from doing so on account of the allegation made by Messrs. Molony and Armstrong, though declared baseless by Mr. Digby, that Kunjabihari Roy was a connection and old dependent of Rammohun Roy. I have dealt with the efforts made by Messrs. Molony and Armstrong to procure the reappointment of Debnarayan Bose at some length because these efforts, more than aything else, clearly show that these officers did not begin their inquiries into the affairs of the Collectorate of Burdwan with open mind. In his summary of the petition of Sibnarayan Roy to the Magistrate of Burdwan given in his first report (para 3), Mr. Molony also interpolates two fresh charges and represents them as accusations, by Sibnarayan himself (pp. 512-513).

TRIAL

As already stated, Mr. Molony sent up to the Magistrate of Burdwan for trial five persons, Radhaprasad Roy, Sibnarayan Roy, Ramdhan Chaterji, Ramchandra Ganguli and Pitambar Chaterji (p. 400). The proceedings of Messrs. Molony and Armstrong from the 9th August, 1824,— the wholesale dismissal of ministerial officers of the Collectorate supposed to be belonging to Radhaprasad Roy's party, arrest of five of them on a charge of embezzlement or abatement of embezzlement, reinstatement of Debnarayan Bose the protege of the Maharaja of Burdwan, and discovery of some records of the Collectorate in two tanks near the house of Radhaprasad Roy must have created a sensation at Burdwan. The consequence of these early activities of Mr. Molony is thus described by Radhaprasad Roy in his petition addressed to the Governor General (Lord William Bentinck) in Council on the 27th July, 1828:—

"At Burdwan such was the immediate and as your Lordship must at once perceive the necessary effect of those measures, that native Officers and the people in general were afraid to be

seen in company with your Petitioner as if intercourse with him would be regarded as Treason against the state and would consequently subject them to Criminal Prosecution or occasion at least the loss of their situations and reputation. Hence every one ceased to visit him or even to notice him while in his attendance at the Court and thereby the Treasurer and his friends were greatly encouraged to persevere in their false charges and to intimidate persons who might otherwise have stood by your Petitioner and boldly contradicted what his enemies advanced or insinuated against him" (p. 512).

The preliminary investigation by the Magistrate, Mr. Hutchinson, commenced in such an atmosphere. Mr. Molony used to sit by the Magistrate, writes Radhaprasad Roy in his Persian petition filed in the Sadar Nizamat Adalat on the 13th August, 1825, "and in opposition to section 12 Regulation 2 of 1793 and 2 Regulation 2 of 1813 encouraged the Treasurer and his Deputy who confessed their crime and the Treasurer's father who was security for his son and who from consciousness of his son's guilt had paid the embezzled money, to implicate me and effect my ruin" (p. 499). Sibnarayan Roy's and Ramdhan Chaterji's supporters must have realised that there was no other way of escaping with light punishment than proving Radhaprasad Roy the real author of the embezzlement and themselves passive accessories under compulsion. Evidently Ramdhan also made a confession to that effect. Rajiblochan Roy, father of Sibnarayan, had to come forward to support his son. This must have been embarrassing to the father of Radhaprasad. Rajiblochan Roy, as we have already seen, was an old "confidential friend" of Rammohun Roy to whose able management of his taluks the latter owed the means of undertaking his great mission. When the two friends parted, there must have been a division in the camp of their common friends at Burdwan.

The preliminary investigation by the Magistrate closed on the 14th January, 1825, when all the accused persons with the

exception of Pitambar Chaterji were committed to Sessions—to the Calcutta Court of Circuit, for trial (pp. 469 and 471). The Court of Circuit visited Burdwan twice every year; first in January, and again in July, to try cases committed to Sessions. The embezzlement case came up for hearing in the first Sessions held in Burdwan in 1825. Mr. C. R. Martin, the third judge of the Calcutta Court of Circuit, arrived at Burdwan on circuit. He took up the embezzlement case on the 31st January, and examined the witnesses on behalf of the prosecution and documents and also defence witnesses summoned by Sibnarayan Roy and Ramdhan Chaterji till the 5th February. But "in consequence of the non-attendance of the witnesses of the Prisoner Radhaprasad Roy, the case was unavoidably postponed to the next Sessions" (p. 469).

Mr. A. B. Tod, the second judge of the Court of Circuit, arrived at Burdwan on the 28th July and resumed the case on the 1st August. "Mr. Molony sat every day with the Judge and more even than formerly interfered in every transaction." When the deposition of a witness for the prosecution, Ramtanu Dutt, was read in the court, he turned round to the Mufti and said, "Had I been aware that this witness would have given such evidence as this I would have had him also committed." He put questions to the witnesses that confused and perplexed them. He treated the witnesses for Radhaprasad Roy with severity, while the witnesses for the prosecution and for Sibnarayan received attention due to welcome guests. In a Persian petition submitted to the Sadar Nizamat Adalat on the 13th August, 1825, referred to above; Radhaprasad Roy brought these grievances to the notice of that tribunal and stated that on account of the ill-treatment meted out to his witnesses, he was finding it difficult to procure the attendance of those who had not yet done so. Though the judge postponed the hearing from the 3rd to the 25th August, and immediately summoned four of the witnesses, he rejected many of the documents that he (Radhaprasad) filed on the 5th August on the ground of

their not having been presented on the former occasion. The petitioner was kept standing all day in the court in the custody of police officers. He therefore prayed that Mr. Molony be prohibited from sitting with the judge, the prosecution be conductd by the Government Pleader, and the Circuit Judge be enjoined to receive the documents filed (pp. 500-501).

The petition was heard by the officiating Senior Judge of the Court of Nizamat Adalat on the 20th August. The Government Pleader who represented Mr. Molony endeavoured to offer explanations but was silenced by the Judge (p. 487), who ordered that these instructions be issued to Mr. Tob, the Judge of the Court of Circuit at Burdwan :—

"While you admit the Superintendent as prosecutor you should on no account allow him to sit on a level with yourself or your assessor the Law Officer that you should not permit him to put any illegal or improper questions to the witnesses or to make any harsh or irrelevant remarks upon their evidence that you should not communicate with him in any but the native languages so that all which passes between you may be intelligible to all present" (pp. 488-489).

As the witnesses summoned on behalf of Radhaprasad Roy whose evidence he considered material did not attend on the 25th August, the case was postponed to the next Sessions, the first Session of 1826. Mr. Molony reported the proceedings of the Court of Circuit to the Government of India in his letter of the 12th September, 1825 (no. 235). In the concluding paragraph of this letter he writes :—

"The Government will I trust, at the same time be satisfied of the difficulty I have to encounter when placed under such restrictive orders, in prosecuting public delinquents, to whom the utmost indulgence has been allowed in making their defence and who are moreover assisted by every sort of intrigue which ability and money can command" (pp. 487-488).

Though Mr. Molony here speaks of delinquents, the body of the letter shows that he refers to only one of them, Radha-

prasad Roy. His father of course spared no exertions to save his son. Such exertions were distasteful to Mr. Molony and is called by him intrigue. He would probably have deprived Radhaprasad of the use of such ability and money on his behalf if he could. Mr. R. Walpole, the third Judge of the Calcutta Court of Circuit, heard the case on the 15th February, 1826. He acquitted Ramchandra Ganguli, late Head Writer of the Burdwan Collectorate, for want of proof of guilt, and not on clear proof of innocence. The prosecution and the partisans of Sibnarayan Roy had concentrated their efforts in producing evidence to prove that Radhaprasad Roy was primarily responsible for the embezzlement , and therefore, were not very serious about the conviction of Pitambar Chaterji and Ramchandra Ganguli. The Judge referred the cases of Sibnarain, Ramdhan and Radhaprasad to the Sadar Nizamat Adalat.

The only document published in this volume that refers to the trial of Radhaprasad Roy is no. 249, his petition to Lord William Bentinck, of the 23rd July, 1828. Herein he informs us that he has been "fully acquitted" by the unanimous verdict of the three judges (Messrs. W. Leycester, C. Smith and C. T. Sealy) of the Sadar Nizamat Adalat.

Radhaprasad Roy was probably acquitted by the Sadar Nizamat Adalat towards the end of 1826. Referring to Radhaprasad's trial, Rammohun Roy writes to Mr. J. B. Estlin on the 7th February, 1829, "For a period of more than two years, owing to the most afflicting circumstances arising from the hostile feelings of some individuals towards my family, I found myself totally unable to pursue any undertaking or carry on correspondence even with those whom I sincerely loved and revered."[27] The anxieties and exertions on behalf of his son seriously affected the health of Rammohun Roy, from the effects of which he could not recover even after a year and a half as certified by his medical attendant, Mr. Alexander Halliday M.D.

27. Miss Collet, *op. cit.*, p. 121.

The illness which ended in the death of Radhaprasad's mother was also produced by the same cause according to her medical attendant (p. 519). The outline of the picture of Rammohun Roy during the years of Radhaprasad's trial drawn in latter's petition, is filled in by an independent observer, Colonel Young, a disciple of Jeremy Bentham, who writes to his master on the 30th September, 1830:—

"His whole time also has been occupied for the last two years in defending himself and his son against a bitter and virulent persecution which has been got up against the latter nominally—but against himself and his abhorred free opinions in reality—by a conspiracy of his own bigotted countrymen; protected and encouraged, not to say instigated, by some of ours—influential and official men who cannot endure that a presumptuous 'Black Man' should tread so closely upon the march of mind. Rammohun Roy, after an arduous and prolonged battle through a gradation of tribunals, has at length, by dint of talent, perseverance, and right, got the better in the last resort; but the strife, and the magnitude of the stake, and the long despair of justice, have shattered his nerves and impaired his digestion and bodily health, and his energies of mind. It is now over, and I hope most fervently that he will recover himself again."[28]

In this extract, in addition to a picture of Rammohun Roy in the days of his worst troubles, we have the candid opinion of a highly placed and highly cultured European friend of his relating to the causes of the troubles. In course of the same letter Colonel Young writes about the attitude of the Europeans towards Rammohun Roy:—

"It is strange that such a man should be looked upon coldly, not to say disliked by the mass of Europeans, for he is greatly attached to us and our regime. Not that he loves our churches, or priests, or lawyers, or politicians, but because he

28. Bowring, *Works of Jeremy Bentham,* Vol. XI, p. 7.

considers the contact of our superior race with his degraded and inferior countrymen as the only means and chance they have of improving themselves in knowledge and energy."

But it must not be supposed that when the fate of his son was hanging in the balance, Rammohun Roy relaxed his efforts to promote the great mission of his life, the reformation of Hinduism. When the case of Radhaprasad was pending before the Sadar Nizamat Adalat, he founded his Vedanta College. Mr. William Adam writes on the 27th July, 1826:—

"Rammohun Roy has lately built a small but neat and handsome college, which he calls the Vedanta College, in which a few youths are at present instructed by a very eminent Pandit in Sanskrit literature, with a view to the propagation and defence of Hindu Unitarianism. With this institution he is also willing to connect instructions in European science and learning, and in Christian Unitarianism, provided the instructions are conveyed in the Bengali or Sanskrit language."[29]

29. Miss Collet, *op. cit.*, p. 105.

PART ONE

SELECTED RECORDS RELATING TO THE PRIVATE AFFAIRS OF RAMKANTA ROY, JAGAMOHUN ROY & RAMMOHUN ROY

1. Letter from the Collector of Burdwan (Mr. Law Mercer) to the Preparer of Reports to the Board of Revenue re: the ground of non-attendance at the Khalsa of Ramcaunt Roy and other witnesses. (3 March, 1791).

Sir,

I am favored with your letter of the 22d instant desiring me to ascertain the truth of the excuses offered for non-attendance by the witnesses whose names are specified in a paper sent me enclosed and in case they should not appear to be sufficient and well founded to send the Parties to the Khalsa with as little delay as possible.

Three of the persons whose names are specified in this list viz. Goculnaut Mitter, Golucknaut Metter and Ramcaunt Roy are Farmers whose absence at this time would be highly injurious to the collections of the Public Revenue and I therefore request their attendance may be dispensed with till the Revenues of the present year are paid up none of the others being immediately responsible for the Revenue I have accordingly ordered them to be informed that their attendance is required by you at the Khalsa but as the case is a particular one and it was not thought necessary to employ me in summoning the evidences for the Plaintiff I hope I shall be allowed to decline taking any further measures for enforcing the attendance of Defendants witnesses.*

2. Letter from the Collector of Burdwan (Mr. L. Mercer) to the Board of Revenue intimating his approval of the terms of lease offered by Ramcaunt Roy and others for farming certain pergunnahs. (1 May, 1791).

Sir & Gentlemen,

I have been favored with your letter of the 27th Ultimo enclosing copy of a Petition from Davy Persaud Ghose in which he offers Proposals for farming the Pergunnahs of Bursoot Balgurry Azmutshye and Baira for the term of nine years commencing with the present year 1198 and desiring me to give my sentiments on the eligibility of their being accepted.

My unwillingness to admit of any considerable Decrease in the Jummah is the principal Reason of these Pergunnahs having hitherto remained unfarmed but I have now been induced by the necessity of the measure and my having in some Degree the sanction of your Board to accept Proposals for farming them from four of the most responsible men in this District.

* Records of the Burdwan Collectorate, Vol. 12, No. 8.

Copy of the Proposals I have the honor to transmit together with a statement of the Jummah compared with that offered by Davy Persaud Ghose for the ensuing nine years from which it will appear that the present Proposals hold forth an advantage to Government of Sa. Rs. 2,42,184. 4. 2. on that period exclusive of securing the Revenues for the current year 1197 which will undoubtedly obtain them the preference with your Board.

Having at length with very great difficulty procured the Mofussil accounts of Azmutshye Pergunnah I do myself the honor to transmit a copy and Translate of them, but as the Terms now offered by the Etmaumdar himself for farming the Pergunnah far exceeds the Jummah stated in those accounts this is sufficient to prove them extremely erroneous and that they will require a very minute Investigation should the present Proposals not meet your approval ; it may be proper to mention that the statement of the last and present years Jummah of this Pergunnah were transmitted with the others to the Preparer of Reports when first ordered for sale.

Should you be pleased to approve of the present Proposals which I hope will be the case as they are the best that are likely to be offered I request I may have your Permission to grant the Farmers of Bairah Balgurry and Azmutshye to the end of the ensuing month of Jyete to liquidate the Balance of the present year 1197.

As I have reason to believe that the Rajah has adjusted the amount due from him to Government with your Board there will probably be no occasion for selling any portion of his Zemindarry but should I have been misinformed I beg leave to recommend the Pergunnah Chitwah as the most convenient to be now disposed of.*

3. Statement of the amount Jummah proposed for the farm of Perg. Bairah &c. from 1197-1206 B.S. by Ramcaunt Roy. (1 May, 1791).

Jummah proposed for the Farm of Pergunnah Bairah &ca. in the Burdwan District for ten years from the Beginning of the Bengal year 1197 to the end of 1206.†

Pergunahs	Farmers	Security	Jumma of 1196	Band Kummie Bundabust	Moukoof Russod
Bhursoot	Ramkaunt Roy	Juggomohun Roy	119389.15.5.1.	18000.15 5.1.	...

* Board of Revenue, O. C. 2 May, 1791, No. 29.

† *Ibid.*

Jummah of 1197	Jummah of 1198	Jummah of 1199	Jummah of 1200	Jummah of 1201	Jummah of 1202	Jummah of 1203	Jummah of 1204	Jummah of 1205	Jummah of 1206	Total
...	101389	101389	101389	101389	101389	101389	101389	101389	101389	1013890

4. Comparative statement of the terms offered for farming Perg. Bhursoot by Ramcaunt Roy and others. (1 May, 1791).

Comparative statement betwixt the Terms offered for farming the Pergunnahs of Baira &c. by Dabeepersaud Ghose for nine years from 1198 to 1206 and those offered by Ganganarain Mitra &c.*

Pergunnahs	Farmers	Amount Jummah for nine years offered by Dabeepersaud Ghose	Amount Jummah for nine years offered by Gunganarain Metree &c.	Difference in favour of the present proposals
Bhursoot	Ramkaunt Roy	844509.7.	912501	67991.9.

Burdwan 1st May 1791
Errors Excepted
(Signed) L. Mercer
Collr.

5. Letter from the Board of Revenue to the Collector of Burdwan (Mr. L. Mercer) intimating their approval of the offer of Ramcaunt Roy and others for farming different pergunnahs in Burdwan. With Board's orders. (2 May, 1791).

Sir,

We have received your two letters of the 1st Instant with their Enclosures.

We authorize you to accept the proposals of Gunganarain Mittre, Kistkaunt Ghose and Buddenchund Mittre for the farms of Bairah, Balgurrie, and Azmutshye for 10 years from 1197 to 1206 as well as those of Ramkaunt Roy for Bhursoot, for 9 years, from 1198 to 1206.

Altho' you remark in your Letter that these proposals secure the Revenue for 1197, without excepting Bhursoot, yet, as in the state-

* Board of Revenue, O. C. 2 May, 1791, No. 29.

ment of the proposals enclosed no Jumma of this Pergunnah is specified for 1197, we conclude the Farmer has not proposed to engage for that year. On this however we desire further information from you.

The Zemindar not having adjusted his balance with us, as supposed by you, we desire you will transmit us the necessary accounts of the Jumma of Pergunnah Chitwah, or of such portion thereof, as may be sufficient to enable us to sell the same for the liquidation of the amount due accompanying the accounts with your opinion on the Jumma that should be assessed for 1198 and the ensuing 8 years.

We enclose you copy of a letter from the Preparer of Reports informing us that there were no bidders for Azmutshye or Arsah.

For the reasons stated by you we authorize you to accept the proposal of Roopnarain Ghose for the farm of Arsah for 10 years, unless Hur Shumboo Roy shall have attended and executed his Engagements under sufficient security.

We are &ca.

Board's Orders:

Ordered the Preparer of Reports be desired to advertize, and make the Sale of Pergunnah Chitwa at an early date for the discharge of the sums due from the Zemindar of Burdwan to Government, the Jumma to be fixed on which will be hereafter communicated to him.

Ordered the Letter this day written to the Collector of Burdwan relative to the Information required from him on the 18th Ultimo be not sent to him, the Information having been received. *

6. Letter from the Preparer of Reports to the Board of Revenue informing of the sale by public auction of Perg. Chitwa. (24 May, 1791).

Gentlemen,

I have the honor to inform you that the Pergunnah of Chittoah was exposed to sale by Public Auction at the Khalsa on the 20th Instant and purchased for Kirpa Mai Mustofe, by Bholanaut for the sum of 510 Sa. Rs. agreeably, to the enclosed copy of the account sales.

The conditions of sale were as usual, with the addition only of the clause relative to the Poolbundy of the Pergunah communicated to me in your Secretary's Letter of the 20th Instant.†

* Board of Revenue, O. C. 2 May, 1791, No. 35.

† Records of the Burdwan Collectorate, Vol. 16, No. 111.

7. Statement of lands belonging to Keerpamoy Mustoffee in Burdwan sold at the above public auction. (14 July, 1794).

Statement of lands belonging to Keerpamoy Mustoffee in Burdwan sold at Public Auction at the Revenue Board Office*

Pergunnahs	Mehals	Purchasers	Nett Jummah of the Mehauls	Amount of Sale
Perg. Chittooah	Turruf Hurrikissen-pore ... 500	Raasbaary Sing	25,532.6.10	5600
	Do. Hurreram-pore ... 500	Jug Mohun	25,883.14.12	9970
	Do. Gadyghatta ... 236	Rajechunder Roy	19,163.6.14.3	4725
				20295

Revenue Board
the 14th July, 1794.

(Sd) G. Dowdeswell
Sub Secy.

8. Letter from the Collector of Burdwan (Mr. S. Davis) to the Board of Revenue re: giving possession of Hurreerampore &ca. to Jugmohun Roy and others. With Board's Order. (14 August, 1794).

Gentlemen,

Raasbehary Sing and Jugmohun who were purchasers at the sale of Chittowa (mentioned in your Secretary's Letter of the 15th Ultimo) being desirous of obtaining possession as soon as possible, I request you will be pleased to inform me if they have yet fulfilled the conditions of the sale.†

Board's Order.

Ordered that the Collector be informed that the Board authorize him to give possession to the Purchasers at the sale of Chittooah alluded to by him, they having complied with the conditions of sale.

9. Letter from the Sub-Secretary of the Board of Revenue to the Collector of Burdwan (Mr. Samuel Davis) ordering him to put Jugmohun Roy and others in possession of the several mehals of Chitwa purchased by them at the above public auction. (19 August, 1794).

Sir,

The Board of Revenue direct me to acquaint you that Raasbaary Sing, Jugmohun Roy, and Rajechund Roy, having paid the purchase money of the Lands bought by them at Public Auction in the

* Records of the Burdwan Collectorate, Vol. 21, p. 46

† Board of Revenue O. C. 19 Aug., 1794, No. 4.

Pergunnah of Chitooah, they desire you will accordingly put them in possession of the Lands agreeably to the statement transmitted to you on the 15th ultimo.*

10. Letter from the Judge to the Collector of Burdwan (Mr. Robert Ireland) re: a suit between Maharajah Tejchund and Ramcaunt Roy. (11 July, 1796).

Maharajah Teze Chund...Plaintiff
-vs-
Ramkaunt Roy...Defendant

Sir,

In the course of Proceedings in the above cause, reference has been had by both Parties to Proceedings of enquiry held and a Decision said to have been passed by Mr. Ducarel as Commissioner here in the years 1780 & 1781 as amongst my Records no trace appears of his commission or the exercise of its functions, and as at that period I believe the superintendance of the Awdalut was vested in the Collector I beg to know if amongst your records of office you have any original or copies of Proceedings in this cause either held by the Collector or by Mr. Ducarel and that if you have any such you will be pleased to furnish them for my information.†

11. Reply from the Collector of Burdwan to the above letter. (23 July, 1796).

Sir,

In reply to your Letter of the 11th instant I beg leave to inform you that there neither the original or copies of Proceedings in the Cause wherein the Maha Razah Tezchund is Plaintiff and Ramkaunt Roy Defendant or of any other during the years 1782-3 in my office.‡

12. Statement of the Mehals let in farm to Ramcaunt Roy. (25 August, 1796).

Statement of the Mehals let in farm to Sudder Renters and which are not included in Zemindars Tahood.§

Mahals	Farmers	Annual Jumma payable to Government
P. Bhoorseet..............	Ramcaunt Roy....................	102970.10
P. Gopebhoom...........	Do	51,931.11.9.2.

Burdwan
25th August 1796.

(Sd) R. Ireland
Collr.

* Records of the Burdwan Collectorate, Vol. 21, No. 11.

† Records of the Burdwan Collectorate, Vol. 25, p. 95,

‡ Records of the Burdwan Collectorate, Vol. 31, No. 331

§ Records of the Burdwan Collectorate, Vol. 32, p. 56.

13. Petition of Jugmohun Roy to the Board of Revenue re: the transfer of certain mehals in Burdwan purchased by him privately.

The humble petition of Jugmohun Roy
Inhabitant of Mozah Ramchunderpore
in Burdwan

Most Humbly Sheweth,

For the Balance of 1203 B. S.

The Secretary to the Board having disposed of for the recovery of the arrears of Revenue due from that District. On this consideration the several Mahauls were purchased by Ramneedy Ghose, Surroopchund Roy and Ramchunder Sein but owing to their unability to pay the whole of their purchase money a private purchase was made by them of three mehauls as follows—

		Sudder Jumma	Amount purchase by private sale
Ramnnedy Ghose ...	Hoodah Russickpore...	4336. 13. 17.	14000
Surroopchund Roy ...	,, Poorungong...	1494. 6. 9. 2.	17000
Ramchunder Sein ...	,, Paurooleah (in Turf. Burdah) 8 muhuls. ...	2225	5000

Your petitioner having taken a *Kowallah* with the signatures and seal of the Cauzis and Registered by the Collector since that period your petitioner has possession of these mehauls and paid the malguzarry to the Collector no arrears are due from your petitioner, your petitioner addressed the Collector to transfer the mehals to your petitioner he then ordered your petitioner to pay the Russoom &ca. which your petitioner complied with. But some time after the death of the late Collector Mr. Robert Ireland and the trick of the amlahs still your petitioner have not obtained possession. Therefore your petitioner most humbly prays your honor will be so good as to direct the acting Collector to transfer the above mentioned mehauls to your petitioner.

And your petitioner &c.*
Rev. Bd. (A true copy) (Sd) Ill.

14. Account purchase of Govindpore and Rammesserpore. (April, 1799.)

Account Sale of the Lands situated in the District of Burdwan lately the property of Ramnedhy Ghose and others sold by public Auction at

* Records of the Burdwan Collectorate, Vol. 46, No. 157.

the head Cutcherry of the Collector of Burdwan for the recovery of the arrears of Revenue due from them to Government on account of 1205 B.S.*

Lots	Mahals sold	No. of villages	Purchasers	Sudder Jumma	Jumma of the Tana-dary Lands resumed	Total Sudder Jumma pay-able to Govt.
30	Govindpore	16	Gungadhur Ghose inht. Kishenughur in Jehanabad	9789.5.1.	......	9789.5.1.
47	Rammessur-pore	34	Ramtunoo Roy Radhanagur P. Jehanabad	10873.8.3.	91.9.14.	10965.1.17.

	Amount Sale		
Balance due to Govt.	Deposit of 15% upon the amount sale	Balance	Total
...	465	2635.	3,100
...	187.8	1062.8	1250

Burdwan 4, 5 & 6 of April, 1799
(Signed) T. H. Ernst.
Actg. Collr.

15. Letter from the Collector of Burdwan (Mr. Ynyr. Burges) to the Board of Revenue re: the petition of Jugmohun Roy for transfer of certain mehals purchased by him privately. (13 May, 1799).

Gentlemen,

I have the honor to acknowledge the receipt of your Sub Secretarys Letter of the 30th ultimo covering copy of a Petition from Jugmohun Roy and desiring a report thereon.

As far as I can learn the reason that the complainant has not had the three Mehals separated, which he purchased by Private Sale from Ramneedy Ghose, Serroopchund Roy and Ramchunder Sein, is that there is great reason to believe that the hustabood Jumma of the Mehals authorised a much larger allotment of the Sudder Jumma, than what they are rated at in the Deed of Sale, which if admitted, would endanger the security that Government ought to possess in the remaining portion of the Estate.

* Board of Revenue, Mis. Procgs. Account Sale, Burdwan Dist., 1794-1806, pp. 236-37.

The Mehals in question are well known to have been purchased by the Late Ranny, in the names of the Parties above mentioned, and as Jugmohun is the son of Ramcaunt Roy who possessed the uncontrould management of the Ranny's affairs, there are grounds to suppose that this private sale to his son is entirely an act of his own, and that the parties who signed the Cowalah, had never further Interest in the lands, than permitting them to be purchased and stand in their names till the transfer by private sale to Jugmohun.

If the Board will refer to the price stated to have been paid as the Amount Purchase by private sale. In the Complainants Petition, they will perceive that 17000 Rs. is the price of Poorungong which only bears a sudder Jumma of Rs. 1494. 6. 9. 2 which gives rise to the supposition that the mofussil assets must be very considerable—to have admitted of such an Extensive Price having been paid for a mehal the sudder assessment of which is stated to be so comparatively small.*

16. Statement showing the Jumma &c of Hurreerampore. (12 June, 1799).

Statement Exhibiting the Losses that Government have sustained from the repeated sale of the same Land in Pergunnah Chuttooah, arising as is supposed from the Purchases having been made Benamey.†

Perg. Chuttooah

Lots. T. Hurreerampore—Sudder Jumma—25,883.14.12.2.—Purchased by Jugmohun Roy of Kishenagur who is still in possession, and has paid the sudder Malgozarry regularly to the end of 1205 B. S.

Burdwan
12th June 1799.

(Sd) Y. Burges
Collr.

17. Proceedings of a meeting of the Board of Revenue to consider Jugmohun Roy's petition for the postponement of the sale of Hooda Paroolea purchased by him. (9 July 1799).

At a Meeting of the Board of Revenue

Present

Thomas Graham Esqr. Acting President

G. Hatch &
J. Buller } Esqrs.

The President absent

Mr. Harington on duty at the Sudder Dewanee Adawlut.

* Records of the Burdwan Collectorate, Vol. 47, No. 28.

† Records of the Burdwan Collectorate, Vol. 47, No. 88.

The Acting President lays before the Board the following petition from Jugmohun Roy, at the same time acquainting them that he directed the Secretary to suspend the sale of the lands alluded to in it, until Wednesday the 17th July or 4th Sawon next for the following reasons.—

First, Because the Collector had omitted to report the amount of the arrear due on account of the lands ordered for sale as directed in the Boards circular orders of the 24th December last.

Secondly, Because it appeared to him that altho' there was every ground to suppose that the lands claim'd by the Petitioner, were liable to be sold, as composing a part of a joint undivided Estate, still it might be satisfactory to ascertain all the circumstances of the case previous to proceeding to an actual sale of the lands.

The Acting President accordingly suggests that the substance of the above remarks be communicated to the Collector of Burdwan for the explanation and information alluded to in it.*

Read the petition above referr'd to as follows.

18. Petition of Jugmohun Roy on the above matter. With Board's order, (9 July, 1799).

To William Cowper Esqr.
President & Members of the Board of Revenue
Petition of Juggomohun Roy Zemindar of the Hooda Paroolea.

In the advertisement for the sale of the Tuppa Burda a Lotbundee was made including therewith the Hooda of Paroolea which was purchased by me. I have had the honor of laying before you several Arzees upon this subject, but still you were pleased to persevere in directing the lands to be sold agreeable to the 1st Article of the Regulations of 1793.—I pray your Board to consider that these are not lands which descended to me from my forefathers whereby there might be some reason for their being sold I have all along duly discharged the Rents of the Company under separate agreements which I entered into with Government; It can never happen that the lands of Paroolea should be sold to make up a balance of Revenue due from Ramchunder Sein; moreover should the Tuppa of Burda be sold without at all including the lands of Paroolea it would yield considerably more than the balance due to Government.

I am therefore compelled to state with deference that I must consider the Order of your Board for the sale of my lands of Paroolea as a matter of great injustice to me, and being therefore dissatisfied with

Board of Revenue, Procgs. 9 July, 1799.

that Order I have appealed to the Governor General in Council agreeable to the 25th Article of the Regulations of 1793. And I beg that until the event of my appeal be known that the sale of the lands of Paroolea (consisting of eight Mozas and yielding a Jumma of two thousand two hundred and twenty five Rupees) may be countermanded; and that the lands of the Tuppa Burda be only sold.*

Board's Order.

The Board concurring in the sentiment of the Acting President. Ordered that the Collector be instructed accordingly.

19. Letter from the Collector of Burdwan (Mr. Y. Burges) to the Board of Revenue re: Jugmohun Roy's petition mentioned above. (12 July, 1799).

Gentlemen,

I have the honor to acknowledge the receipt of your Letter Dated the 9th Instant, covering copy of a Petition presented to your Board, by Jugumohun Roy who has induced the Board to suspend the sale of Tuppah Burdah for the following reasons.

1st. Because the amount of arrear due on account of the Lands ordered for sale, was omitted to be stated.

2d. Because it appears to the Board, that although the Lands claimed by the Petitioner are liable to be sold, as composing a part of a Joint undivided Estate, still it might be satisfactory to ascertain all the circumstances of the case, previous to the sale taking place.

3d. It appears from a copy of the statement of Tuppah Burdah, the original of which was transmitted to the Board, with my letter of the 25th May last, that the Balance due to Government is stated at Sa. Rs. 34078.6.4.1.

4th. The Petitioner Jugmohun's assertion, that he has discharged the rents of Government, as separate engagements, is without foundation, as there has been no engagements entered into with him as yet. The Revenues of the 8 Mozahs denominated poorahleah are particularly expressed in the chellaun to be paid on account of Ramchunder Sein, the person in whose name, Burdah at present stands.

5th. The particular circumstances under which Jugmohun, objects to the 8 Mozahs in question being included in the Lot Bundy of Tuppah Burdah, arises from the circumstance of his having purchased them by private sale, from Ramchunder Sein and which the latter acknowledges, and has with Jugmohun, frequently requested might be separated, but owing to a doubt arising as to the

* Board of Revenue, O.C. 9 July, 1799, No. 1.

fairness of the sudder Jumma which the 8 Mozahs are stated at in the Cowallah or Bill of Sale, which cannot be ascertained without a Butwarrah, or Investigation that neither of the parties have yet applied for, no separation has been made.

There is another circumstance which I think necessary to mention. Rajah Tez chund has delivered in a Durkaust, requesting that no private transfer of any Lands, made by Ramchunder Sein, be separated, as he asserts that all lands standing in his name, are Benaumy purchases of his late mother, the Mahah Ranny, with whose funds they were purchased, and which will, eventually, revert to him, as the Heir of the Mahah Ranny, consequently, that Ramchunder Sein can have no right to dispose of, or alienate lands, under such circumstances as he simply holds them in Trust for the late Maharanny Bishen Coer.

Should the 8 Mozahs claimed by Jugmohun be kept back, and not sold with lot Tuppah Burdah, in which they are included, there is no knowing what deprivation such circumstance may occasion in the aggregate Hustabood of the Tuppah, for although the Sudder Jumma of these 8 Mozahs, is stated at Rs. 2225 it may so happen, that the Mofussil Hustabood of them, may amount to double or quadruple that sum. I therefore am of opinion, that in order to avoid injuring the assets of the Tuppah, that the 8 Mozahs in question, be sold as a component part thereof.*

20. Precept from the Registrar Burdwan Dewany Adawlut to the Collector of Burdwan (Mr. Burges) re: a suit between Jugmohun Roy and Maharajah Tez Chund. With its return. (29 August, 1799).

ZILLAH BURDWAN DEWANNY ADAWLUT

Jugmohun Roy............Plaintiff

-vs-

Shaumsunder Roy

&

Mahah Rajah Tez Chund

Sir,

Whereas in the above suit instituted under Regulation 49 of 1793. It has been alledged, that the Act of dispossession complained of, was sanctioned by you, in consequence of Orders from the Board of Revenue, you are hereby required to state, whether you gave any such authority, to the Defendants or to either of them, to dispossess

* Records of the Burdwan Collectorate, Vol. 47, No. 155.

the Plaintiff of Turruf Russuckpore, and if so, the grounds upon which such authority was given, you are also desired to state, for the information of the Court, in whose name the said Turruf at present stands recorded in your office, the name of the person to whom the Authority for holding the Pooneah, was addressed, and to whom delivered, and in order that the Court may have the fullest information on the subject before them, you are further desired to transmit attested copies of any correspondence which you may have held with the Board of Revenue, and of their Orders to you, respecting it. *

By order of the Court this
29th August 1799
(Sd) Chas. Richd. Blunt
Regr.

In return to this Precept, I hereby certify that I never sanctioned Maharajah Tez chund or Shaumsunder Roy, from myself, or by order of the Board of Revenue, to take possession of Turruf Russuckpore. Turruf Russuckpore stands upon my record, in the name of Ramneedy Ghose To whom the Pooneah Purwannah, and all Demands for Revenue are addressed, and either delivered to him or his Representative, and the Chellauns which accompany the Revenue are subscribed, with the name of Ramneedy Ghose.

I also further certify that the accompanying attested copies of Letters, compose the whole of the correspondence that has passed between me and the Board of Revenue upon the representations made by Jugmohun Roy at the Presidency.

Burdwan
3d September 1799.

(Sd) Y. B.
Collr.

In the correspondence which accompanied this Precept, vide Board's Letter and Enclosure of the 30th April 1799. Collector's Letter 13th May 1799. Board's Letter of 21st May 1799. Board's Letter and Enclosure of the 9th July 1799 and Collector's answer of the 12th July 1799.

(Sd) Y. B.
Collr.

* Records of the Burdwan Collectorate, Vol. 47, No. 246.

21. Letter from the Collector of Burdwan (Mr. Y. Burges) to the Board of Revenue suggesting attachment of the lands of Ramcaunt Roy for arrears due to Government. (14 November, 1799).

Gentlemen,

Ram Caunt Roy, who holds the Farm of the Pergunnah Boorsoot and Guallaboom under the security of his son, having with him absconded, to avoid the operation of some Decrees passed against him in the Adawlut, I beg leave to suggest the expediency of attaching the Pergunnah, for altho the Revenues have been hitherto paid up regularly, there is no saying, as this is the season of the heavy collections, and the last year of the Farmers lease whether from the above circumstance, the person left in charge by Ram Caunt Roy may not embezzle and misappropriate the Revenues, to guard against which, I am induced to propose the above measure being adopted immediately, for if it is delayed, till after the month of Poos, little, if any assets can be expected from the Pergunnah,

The Jumma of the Pergunnah farmed by Ramcaunt Roy payable to Government is Sa. Rs. 154902. 5. 9. 2. of which sum there has been paid to the end of Cautic 76, 419. *

22. Letter from the Board of Revenue to the Collector of Burdwan (Mr. Y. Burges) authorizing him to attach the lands of Ramcaunt Roy. (22 November, 1799).

Sir,

I am directed by the Board of Revenue to acknowledge the receipt of your letter of the 14th instant, and to acquaint you that notwithstanding the circumstances stated by you, they have doubts of the propriety of attaching the lands farmed by Ramkunt Roy, but that they authorize you to proceed to an immediate attachment, should the representatives of the farmer fail to make good his engagements with Government.†

23. Letter from the Collector (Mr. Y. Burges) to the Judge of Burdwan (Mr. G. Thompson) asking to comply with the terms of a Perwannah issued to put Ramcaunt Roy in confinement. (29 April, 1800).

Sir,

Understanding the Company Vakeel is too unwell to attend the Court I request the favor of your complying with the motion which I

* Records of the Burdwan Collectorate, Vol. 47, No. 329.

† Records of the Burdwan Collectorate, Vol. 41, No. 126.

intended making to the Court thro the Vakeel of Government for the immediate confinement of Ram Caunt Roy as sett forth in the accompanying Perwanah.*

24. Letter from the Collector of Burdwan (Mr. R. Cunynghame) to the Board of Revenue re: Ramcaunt Roy and Jugmohun Roy. (11 July, 1800).

Gentlemen,

Par. 1st. Not having received any information regarding the sale of the Lands of Rogonat Singh which were ordered to be sold at the Presidency on the 23d of June, and as the collections of the current year will immediately commence, I request to be favored with your instructions, whether the sezawuls are to proceed to make the collections; and if so, whether the Revenue remitted by them is to be kept in deposit until the sale may take place, and the Purchaser shall be put in possession.

Para 2d. I have also to acquaint you that Jugmohun Roy Talookdar of Hurreerampore has discharged the Balance of Sa. Rs. 203. 14. 1. 2. account the past year, but a Balance of Sa. Rs. 2851. 6. being due from his father Ramcaunt Rai the late farmer of Bursoot &c. for whom he was security and who is generally understood to be the actual proprietor of Hurreerampore, although it is registered in the name of his son, I have therefore to request your orders whether he is to be permitted to commence the collections of the current year, or what measures are to be adopted for realizing the heavy Balance due for the lands formerly let in farm to Ramcaunt Rai.

Par. 3d. Ramcaunt Rai is in confinement for this Balance, and although he is very able to discharge it, yet as the Rajah of Burdwan has a large demand against him, for which he knows he would be detained even were he to discharge the Balance due to Government, he is therefore backward in paying the amount.

Par. 4th. With a view of preventing any confusion in making the current collections from these Mehals, I have to entreat your early instructions on the points now submitted to your consideration. †

* Records of the Burdwan Collectorate, Vol. 47.

† Board of Revenue, O. C. 15 July, 1800, No. 14.

25. Report of the balance of rent due from Ramcaunt Roy on account of p. Bhoorseet for 1200 B. S. (30 January, 1801).

Report upon the Balances of 1200 B.S.*

Mehals	Sudder Jumma	Balance due to Government on the Ist Caurtick 1207 B. S.	Remarks
Mahals the property of dissenting proprietors and in the hands of Farmers — P. Bhoorseet ...	102970.10.	2851.6.	For the recovery of this Balance a portion of a Tallook of the farmers security is now under order for sale on the 5th Feb. 1801.

(Sd) R. Cunynghame
Collr.

26. Letter from the Collector of Burdwan (Mr. R. Cunynghame) to the Board of Revenue re: the postponement of the sale of Hurreerampore. With Board's Order. (26 February, 1801).

Gentlemen,

1st. I have the honor to acquaint you that in obedience to your Orders of the 30th of December, a portion of Hurreerampore was put up to public sale on the 5th Instant, and that only the sum of Sicca Rupees 450 was offered for it.

2. Being of opinion that this trifling offer for Lands bearing Jumma of Sicca Rupees 5,146-17. proceeded from the sale being ordered at so advanced a period of the year, and that it will be necessary to dispose of another portion of the Estate for arrears of assessment account the current year, it appeared to me instead of subdividing the Lands into two Lots, more advisable to postpone the sale, and to sell such portion at the close of this year in one Lot, as may be sufficient to satisfy the former Balance, together with such arrear as may be outstanding at the expiration of 1207 B. S.

3d. Should you be of opinion that I have acted properly in postponing the sale, I shall take particular care to transmit the necessary statements immediately upon the expiration of the current year.†

Order of the Board.—Agreed that the Collector of Burdwan be informed the Board approve of his having postponed the sale of the Portion of Hurreerampore which was advertised for sale on the 5th Ultimo and his intention of furnishing a statement of such portion of this Estate as he may deem sufficient to recover by a sale the amount which may be due from it at the expiration of the year.

* Records of the Burdwan Collectorate, Vol. 48.

† Board of Revenue, O.C. 3 March, 1801, No. 14.

27. Statement of the Sudder Jumma and rent produce of Turruf Hurreerampore, (23 April, 1801).

Statement Showing the Rent Produce of Sudder Jumma of T. Hurreerampore.*

Mehals	Rent Produce of the Estate			Total	Average produce of the Estate
	Account 1205 B. S.	Account 1206 B. S.	Account 1207 B. S.		
Somenagur &c.	1898.5.5.	1893.9.17	1876.12.10.	5688.11.12.	1889.9.3.3.
Hurrerampore	26569.15.17	27533.15.16	26667.13.14.	80771.13.7	26923.15.2.2.
Total	28468.5.2.	29427.9.13	28544.10.4.	86440.8.19.	28813.8.6.1.

Deduct Malikana &c.		Sudder Jumma
Rate per Rupee	Amount	
1.12.2.	T.11/2 192.2.12.2.	1697.6.11.1.
...	2736.7.12.1.	24186.7.10.1.
	2928.10.4.3	25883.14.1.2.

Burdwan 23d April 1801
(Sd) R. Cunynghame
Collr.

28. Letter from the Collector of Burdwan (Mr. R. Cunynghame) to the Board of Revenue re: Hurreerampore. With Board's Order. (23 April, 1801).

Gentlemen,

On the 23d ultimo I had the honor to transmit a statement of lands proposed for sale in liquidation of Balances due from the Proprietors, in which was included the Talook of Hurrerampore the property of Jugmohun Roy, and which you were pleased to order for sale on the 9th of May next.

P. 2. The total Balance due at the period of transmitting the statement, amounted to Sa. Rs. 11,942. 1.2. which has since been reduced to Sa. Rs. 9600.8.1.2.

P. 3. The Proprietor having now applied to me for permission to dispose of a portion of his Estate by private sale, and that the remainder should be sold in discharge of the arrears which will amount to Sa. Rs. 7600.8.1.2. after paying in Sa. Rs. 2000 the amount purchase

* Records of the Burdwan Collectorate, Vol. 52.

money of the portion proposed to be sold by private bargain, and being of opinion that the neat arrears may be recovered by the sale of a portion of the Lands, and that the proposal made by the proprietor is not otherwise objectionable, I beg leave to suggest that he be permitted to transfer the Mehal Sumnagar, Bearing a Sudder Juma of Sa. Rs. 1697.6.11.1. by private sale, and that the remaining Lands bearing a Sudder Juma of Sa. Rs. 24,186.7.10.1. be put up to public sale on the 9th Proxo.

P. 4. It having been necessary to make the Hustabood of the Entire Estate, with a view to adjust the assessment upon the portion of it to be transferred to Midnapore, I directed the sezawul to furnish me with the Hustabood Papers for three years, and the assessment now allotted upon the two portions has been adjusted according to the average neat produce, as exhibited in the accompanying statement.

P. 5. The Mehal of Sumnagar will continue annexed to this District and the remaining Lands will be annexed to Midnapore.*

Board's Order:

Ordered that the statement which accompanied the above Letter be deposited among the Separate Records N/O, and that the Collector of Burdwan be informed that the Board do not think proper to comply with the prayer of the Petition of the proprietor of Talook Hurreerampore, and accordingly desire he will proceed to the sale of the entire Estate unless the arrears be previously discharged.

Statement shewing the Rent Produce and Sudder Jumma of T. Hurrirampore†

Mehals	Rent Produce of the Estate			Total	Average produce of the Estate
	Account 1205 B. S.	Account 1206 B. S.	Account 1207 B. S.		
Hurrirampore &c. ...	26569.15.17.	27533.15.16	26667.13.14.	80771.13.7.	26923.15.2.2.

Deduct Malikana &c.		Sudder Jumma
Rate per Rupee	Amount	
...	2736.7.12.1.	24186.7.10.1

Burdwan 23d April 1801
(Sd) R. Cunynghame
Collr.

* Board of Revenue, O.C. 28 April, 1801, No. 65.
† Board of Revenue, O.C. 23 April, 1801, Separate N/O.

29. Letter from the Collector of Burdwan (Mr. R. Cunynghame) to the Board record. (15 May, 1801).
of Revenue re: the sale of Hurreerampore. With Board's Order and Separate

Gentlemen,

P. 1. Under the following circumstances I beg leave to propose that the entire Estates contained in the accompanying statement No. I be advertised for sale at the Presidency on such future day as you shall be pleased to appoint.

P. 2. These Lands were put up to sale at this Cutcherry on the 9th Instant and subsequent days, but the price offered for them being very inconsiderable, and no offer at all having been made for Bilsurrah, it appears to me advisable that they be exposed for sale at the Presidency.

P. 3. The accompanying statement marked No. 2 exhibits the Jumma of each Estate, the Balance due to Government, and the amount offered when the Lands were put up to sale at this Cutcherry.

P. 4. With respect to Hurreerampore the Property of Jugmohun Roy, I deem it my duty to state that on the 13th Instant the Proprietor presented a petition to me, stating that the Boro Crops, from which he expected to have received a sum nearly adequate to discharging the arrears due to Government, had been utterly destroyed by storms of hail which happened in the months of Chyte and Bysack, and praying that Government would for the present be pleased to receive from him Sicca Rupees 3,000 in part of the arrears, and permit him to discharge the residue being 6,300.8. 1.2. by Instalments during five months.

P. 5. It is to be observed that this Talook was proposed for sale in discharge of the arrears due from it account the past year, and of arrears account 1206 due from Ramcaunt Rai, Farmer of Bhoorsut &ca. and Father of the Talookdar, who was his security. It being well known that Ramcaunt Rai, who is a man of property, could, if inclined, immediately discharge the arrears due on account of his Farm, and also the amount due from his son's Estate, and as the present representation of the alleged calamity, which I imagine must be exaggerated, was not received until several days after the Lands had been put up to sale, I do not conceive that the prayer of the Petitioner is worthy of much consideration. It appearing however that a report was received from the Sezawul under date the 6th Instant, stating that the Boro Crops had been damaged, I have therefore directed him to ascertain as far as practicable the extent of the damage sustained, and the result of his enquiries when received shall be submitted to the Board. Supposing however that the calamity in question has actually befallen the Estate,

as 2,851. 6. of the arrears (exclusive of Interest) is due on account of the farm of Bhoorseet &ca. for 1206, the Talookdar, who was the Farmers security, has not the smallest claim to have his Lands exempted from sale, on account of damage sustained in the end of 1207 and the commencement of 1208, especially as from the small sum offered for the Lands on the 9th Instant, it cannot be expected that they will produce a sum more than adequate to the discharge of the arrears due account the farm.

P. 6. I have also to state that the agent of the Proprietor of Bilsurrah yesterday made an application somewhat of a similar nature, stating that his crops had been ruined by the breaking of the Chinchye Embankment, but although it is probable that he may have suffered some injury by that calamity, still as no application was made by him on the subject until several days after the Lands had been put up to sale, I do not think he is now entitled to any Indulgence.*

Board's Order.

Ordered that the statement enclosed in the above Letter be deposited among the Separate records GH and that the secretary write to the Collector of Burdwan as follows.

Statement shewing the Jumma of the undermentioned Estates, the Balance due to Government, and the Price offered on the 9th Inst.†

Mehals	Jumma of the Mehals	Balance due to Government	Offered by the Purchasers
T. Hurrerampore	25997.10.2.2.	6749.2.1.2.	2100
T. Beelsurrah	3037.9.11.2.	1160. .7.2.	......

(Sd) R. Cunynghame
Collr.

30. Letter from the Board of Revenue to the Collector of Burdwan re: the sale of Hurreerampore &c. (19 May, 1801).

I am directed by the Board of Revenue to acquaint you in reply to your Letter of the 15th Instant, that they desire you will issue advertisements in your District notifying that the Mehauls specified in the statements transmitted by you will be exposed to sale at this office on Wednesday the 27th Instant or 15th Jeyte next.

Para 2nd. I am likewise directed to inform you that under the circumstances stated by you the Board do not judge it proper to pay any

* Board of Revenue, O. C. 19 May, 1801, No. 56.

† Board of Revenue, O.C. 15 May, 1801, Separate H.

attention to the Petitions of the proprietors of Mehauls Hurrerampore and Bilsurrah, and desire you will proceed to the sale of their Lands accordingly as above directed.*

31. Letter from the Collector of Burdwan (Mr. R. Cunynghame) to the Board of Revenue re: the above letter of the Board. With Board's Order. (23 May, 1801).

Sir,

P. 1. I was yesterday honored by the Receipt of your Letter of the 19th Instant acquainting me that the Board direct me to issue advertisements notifying that the Mehals specified in the statement transmitted by me on the 15th Instant will be exposed to sale at your Office on Wednesday the 27th Instant or 15th Jyte next.

P. 2. I beg leave to observe that the latter part of the second Paragraph of your letter, in which you remark that under the circumstances stated by me "the Board do not judge it proper to pay any attention to the Petition of the Proprietors of mehauls Hurrerampore, and Bilsurah and desire I will proceed to the sale of their Lands accordingly, as above directed," appears at variance with the first Paragraph, by which I am informed that the Lands specified in the statement are to be exposed to sale at your office.

P. 3. This difference arises, I presume, from accident—but I must also remark that a further error exists in the advertisement published in the Calcutta Gazette of the 21st Instant, the Lands in question being notified in the advertisement in the English Language for sale at your office, while in the Persian and Bengal translations they are advertised for sale at this cutchery.

P. 4. As this error may perhaps prevent competition, it may be advisable to fix some other date for the sale of the Lands in question.†

Board's Order:

Ordered that the Collector of Burdwan be directed to publish advertisements in this District notifying that the Mehauls specified in the statements transmitted by him on the 15th Instant will be exposed for sale at the office of the Secretary to the Board of Revenue on Wednesday the 3d June or 22nd Jeyte next.

Ditto

Ordered that the Secretary cause the necessary advertisements to be published at the Presidency for the sale of the Lands in Rungpore, Sylhet, and Burdwan conformably to the foregoing Resolutions.

* Board of Revenue, O.C. 19 May, 1801, No. 57.

† Board of Revenue, O.C. 26 May, 1801, No. 14.

32. Extract of a letter from the Collector of Burdwan (Mr. R. Cunynghame) to the Board of Revenue re: Hurreerampore. (14 June, 1801).

Gentlemen,

P. 3. With respect to Nacurbagh & Hurrerampore the property of Ramgopaul Doss and Jugmohun Rai, I am inclined to think that by subdividing them into different lots, they may be sold in this manner I shall therefore prepare and transmit statements of them drawn out in this mode with the least possible delay......*

33. Letter from the Collector of Burdwan (Mr. R. Cunynghame) to the Board of Revenue re: Hurreerampore. (12 August, 1801).

Gentlemen,

P. 1. I have had the honor to receive your Secretary's Letter of the 16th June last directing me to subdivide Tallookah Hurrerampore the property of Jugmohun Roy into different lots, and to transmit the necessary statements, in order that may be brought to sale for the recovery of arrears due account the past year 1207 B.S.

P. 2. The whole of these Lands having been separated from this District and annexed to Midnapore, with the exception of a portion of it denominated Tallokah Somnagur, I herewith transmit a statement of that Mehal in the English Persian and Bengal Languages, and have to propose its being exposed for sale at this Cutchery on Thursday the 17th of September or 3d Assin next very minute divisions being objectionable, I have deemed it expedient to comprise the whole of the Tallook in one Lot.†

34. Letter from the Collector of Burdwan to the Board of Revenue transmitting the account sale of a portion of Hurreerampore. (24 September, 1801).

Gentlemen,

I have the honor to transmit the account sale of the Lands of Jugmohun Roy sold at this Cutcherry on the 24th Instant.‡

Burdwan
30th Sept., 1801.

I have the honor to be &ca.
(Sd) R. Cunynghame
Collr.

Account Sale of the Lands situated in the District of Burdwan lately the property of Jugmohun Roy sold by Public Auction at the Head

* Records of the Burdwan Collectorate, Vol. 52.
† Records of the Burdwan Collectorate, Vol. 52.
‡ Records of the Burdwan Collectorate, Vol. 52.

Cutchery of the Collector of Burdwan for the recovery of arrears of Revenue due from him to Government on account of 1207 B.S.

Lots	Mehals sold	No. of Villages	Purchaser	Sudder Jumma	Balance due to Govt.
1	Somenagur	5	Deonaut Sing	1697.6.11.1.	2851.6.

Deposit of 15 per cent upon the amount sale	Balance	Total
429	2431	2860

Deduct Charges for advertising the sale......18. 15

Burdwan
24th Sept. 1801.

Net Proceeds of the sale...2841. 1.
(Sd) R. Cunynghame.

35. Letter from the Collector of Burdwan (Mr. R. Cunynghame) to the Board of Revenue re: the sale of lands of Jugmohun Roy. (30 September, 1801).

Gentlemen,

I have the honor to transmit the account sale of the Lands of Jugmohun Roy sold at this Cutcherry on the 24th Instant.*

36. Letter from the Collector of Burdwan (Mr. R. Cunynghame) to the Collector of Midnapore re: Jugmohun Roy. (1 October, 1801).

Sir,

P. 1. Observing an error in my letter to you of the 1st August last I take the earliest opportunity of rectifying it.

P. 2. In the 3d Paragraph I stated that Jugmohun Roy Proprietor of Hurrirampore was in confinement for the arrears due account 1207, but upon referring to my Perwannah to the Government Pleader, directing to apply to the Court at Burdwan for his confinement I find the application is not founded upon the arrears due from him account 1207, but on a claim Government had upon him as security for his father Ramcaunt Roy Farmer of Bhoorsoot &ca. on account of arrears of Revenue for 1206 B.S.

P. 3. The arrears of 1206 having been this day recovered, the security is of course entitled to his release, but adverting to the heavy

* Board of Revenue, O. C. 10 Nov. 1801, No. 22.

arrears due from him account the past year as Proprietor of Hurrerampore which has been annexed to your Jurisdiction, I have deemed it advisable to direct the Government Pleader to move the Court to have him detained in confinement, until I shall receive your reply to this Letter.*

37. Letter from the Collector of Burdwan (Mr. R. Cunynghame) to the Board of Revenue re: the release of Ramcaunt Roy. (1 October, 1801).

Gentlemen,

The arrears due from Ramcaunt Roy Farmer of Bhoorsheet &ca. for 1206 B.S. amounting Principal and Interest to Sa. Rs. 3338.2.5. having been recovered partly by a sale of the Lands of his security Jugmohun Roy, and by subsequent receipts from the Defaulter himself, I have directed the Government Pleader at Burdwan to apply to the Court for his release.†

38. Letter from the Collector (Mr. R. Cunynghame) to the Judge of Burdwan (Mr. G. Thompson) re: the transfer of Jugmohun Roy and others to Midnapore Jail. (8 October, 1801).

Sir,

Annexed I transmit copy of a letter from the Collector of Midnapore, requesting I will cause Jugmohun Roy, Ruggoo Singh and Muttoo Singh to be transferred to the Dewanny Jail of that Zillah in order that he may communicate with them on the subject of the Balances due from them to Government.‡

39. Letter from the Board of Revenue to the Collector of Burdwan (Mr. R. Cunynghame). (9 October, 1801).

Sir,

I am directed by the Board of Revenue to acknowledge the receipt of your letter of the 1st instant reporting that you had moved the Court to release Ramcaunt Roy, in consequence of his having discharged the arrears due from him to Government.§

* Records of the Burdwan Collectorate, Vol. 51.

† Records of the Burdwan Collectorate, Vol. 52.

‡ Records of the Burdwan Collectorate, Vol. 52.

§ Records of the Burdwan Collectorate, Vol. 52.

40. Letter from the Collector of Burdwan (Mr. R. Cunynghame) to the Collector of Midnapore re: the transfer of Jugmohun Roy and others. (12 October, 1801).

Sir,

Having in consequences of your Letter directed the Government Pleader to move the Court at Burdwan to cause Jugmohun Roy, Muttoo Sing and Ruggonaut Sing to be transferred to the Dewanny Jail of Midnapore I enclose for your information the Original Aurzee from the Vakeel.*

41. Precept from the Registrar, Burdwan Dewanny Adawlut, to the Collector of Burdwan re: a Petition of Jugmohun Roy, with the Collector's return. (8 March, 1802).

ZILLA BURDWAN DEWANNY ADAWLUT

Jugmohun Roy

Herewith you will receive copy of a Petition presented to the Board by the abovenamed and you are hereby prohibited from making any sale of the Lands therein mentioned composing the Lot of Russickpore &ca. purchased in the name of Ramneedy Ghose for the discharge of any arrears or debts due by the said Ramneedy Ghose the right in the said Lot being for the present vested in the Petitioner by a Decree of this Court passed under Regulation 49 of 1793, and now contested with him by Maha Rajah Tezchund Bahadur.

You are further directed to return this Precept certifying what you may have done in pursuance hereof on or before the 15th Instant.†

By Order of the Court
this 8th day of March 1802 A.D.
(Sd) C. F. Fergusson
Actg. Regr.

I certify that having reported the circumstances stated in the within Precept to the Board of Revenue they have directed me to suspend the sale of Mehal Russickpore until the receipt of further instructions from the Court, and that the sale will be suspended accordingly.

15th March 1802.

Burdwan Collectorship.
(Sd) W. Parker, Collr.

* Records of the Burdwan Collectorate, Vol. 52.

† Records of the Burdwan Collectorate, Vol. 51.

42. Report on Jugmohun Roy then confined in the Midnapore Jail. (14 January, 1803).

Report of Persons confined in the Dewanny Jail of Zillah Midnapore on account of arrears of revenue.*

Name of the person in confinement.	Date of confinement	Amount of arrears for which they are confined	Amount of arrears recovered since their confinement	Amount of arrears at present due from them	Amount expended for the Diet of the prisoners
Jugmohun Roy the purchaser	20th June 1801	6749-2-⅓	1068-15-8	5680-2-1⅔	56

Explanation

This Defaulter is the son of Ramkaunt Roy, who farmed some very profitable mehals in Burdwan during the period of the decennial settlement and is said to be worth near two lacs of Rupees—I understand that the Rajah of Burdwan has a considerable claim upon this man, for which the defaulter, his son, became his security, and that he some time ago obtained a decree against them in the Dewanny Adawlut of Burdwan—It is supposed that, in order to prevent the sale of the lands held by the defaulter in Chitwa in satisfaction of this decree, he purposely fell in arrear last year, that he is determined to remain in jail until he can bring the Rajah of Burdwan to some sort of adjustment of his demand against him and his father, and that, as soon as he can effect this, he will pay his balance and not before. Under these circumstances I conclude that the Board will judge it proper that he should remain in jail until he may make good the whole of his balance.

* Board of Revenue, O.C. 14 January, 1803, No. 8.

43. Extract of Letter from the Board of Revenue to the Collector of Midnapore approving of the continuance in confinement of Jugmohun Roy. (14 January, 1803).

Jugmohun Roy ...... Rs. 5,680-2-1⅔

7. Under the explanation furnished by you regarding this Defaulter, the Board approve your continuing in confinement.*

44. Letter from Mr. Woodforde to the Board of Revenue informing of his taking charge of the Dacca Collectorship. (1 February, 1803).

Gentlemen,

I have the honor to inform your Board that I have this day received charge of the office of Collector of Dacca Julalpore from Mr. W. W. Maguire.

I beg leave to state that the Balance of Cash in the Treasury on my taking charge was as follows.†

* * * * *

45. Letter from Mr. Woodforde to the Board of Revenue informing of Rammohun Roy being appointed Dewan of the Dacca Collectorship. (7 March, 1803).

Gentlemen,

Kishen Chund having this day voluntarily resigned the office of Dewan of this Collectorship I beg leave to inform your Board thereof and that I have appointed Rammohun Roy in his place, Rammohun Roy has given the security required by Regn. 3rd Section 15, 1794 and the name of his surety is Dul Singh a very respectable man.‡

46. Letter from the Collector of Midnapore to the Collector of Burdwan re: Jugmohun Roy. (25 March, 1803).

Sir,

I beg leave to transmit to you a copy of a petition which I have received from Jugmohun Roy, who has been in confinement since June 1801 for arrears of revenue due from him on account of Hoeda Hurrirampore in Pergunna Chitwa, stating that he has no property of any kind

* Board of Revenue, O.C 14 January, 1803, No. 9.

† Board of Revenue, O.C. 8 February, 1803, No. 63.

‡ Board of Revenue, O.C. 11 March, 1803, No. 23.

whatever, and that his father Ramcaunt Roy, who held some mohuls in the Zemindarry of Burdwan during the period of the decennial settlement and whom I have always understood to be a man of substance and respectability, is very much in debt to the Rajah of Burdwan, who obtained decrees against him in the Dewanny Adawlut of Hooghly, kept him some time in confinement there, then got him transferred to the Dewanny Jail of Burdwan and has since been able to recover little or nothing from him owing to his poverty, and requesting therefore that he may be released from Jail on paying Sa. Rs. 500 of the arrears due from him and executing a Kistbundy by which the remainder amounting to Sa. Rs. 5180 may be payable in six years. I conceive that these terms are by no means so good as the situation and respected circumstances of the defaulter and his family put it, in his power to offer, but as I have not been able to discover that he is possessed of any property in this district, nor to ascertain what means his father, who is said to have had the joint management of all his concerns, may have of assisting him I request you will be so good as to make particular enquiries on the subject, and to inform me what may appear to you from the result of these enquiries to be such terms for the payment of the above stated balance as it may be reasonable to expect from him in case of his being released from Jail, and also whether his father will make himself answerable and give good security for the due performance of those terms.*

47. Reply of the Collector of Burdwan to the above Letter. (30 March, 1803).

Sir,

I am favored with your Letter of the 25th Instant—Ramkunt Roy the Father of Jugmohun Roy is not at present at Burdwan, and my departure from the place is so near at hand, that I shall not have an opportunity of procuring his attendance before I go, but I have had Ramlochun Roy the Brother of Jugmohun before me, held a long conversation with him on the subject of your reference. He states that his Father has been able to pay the Rajah of Burdwan only 500 Rs. since his release from confinement a year and a half ago; that he still owes him 80,000 Rs. payable by Instalments in the course of 11 years; that the only chance he has of being able to pay this amount, consists in his obtaining a Profit from a Farm of a Lac of Rupees per Annum which he holds of the Rajah; that the dependence of the whole Family is on this Farm; that they will jointly become security for the performance of the terms stated in Jugmohun's Petition to you, but that they can-

* Board of Revenue, O.C. 22 April, 1803, No. 3.

not add any thing to those terms, nor give any separate security for the fulfilment of them.

I have only to add that I have made enquiries respecting the truth of Ramlochun's assertions from such Persons as were immediately near me, and that they all agree in declaring that they believe the Family although once opulent, to be now in ruined and desperate circumstances.*

48. Letter from the Collector of Midnapore to the Board of Revenue re: a petition of Jugmohun Roy. (15 April, 1803).

Gentlemen,

I beg leave to transmit to you a copy of a petition, which I received a few days ago from Jugmohun Roy the late proprietor of Hooda Hurrirampore in Purgunnah Chitwa, who has been in jail very near two years on account of arrears of revenue amounting to Sa. Rs. 5578. 3. 1. 2. which remained due after the sale of his Zemindarry, stating that neither he nor his father Ramkunt Roy have any means whatever of discharging these arrears, and requesting that they may be released from confinement on executing engagements, and giving security, for the payment of them by instalments in 6 years.

2d. I have never been able to discover that the defaulter himself is possessed of any property; but having always understood that his father Ramkunt Roy, who held some Pergunnahs in farm in the Burdwan district during the period of the decennial settlement, was a man of substance and responsibility, I thought it proper, as his house and all his concerns are in that district and he is said to have had the joint management with his son of the lands in which the arrears due from the latter accrued, to make enquiries concerning the means which he might have of discharging these arrears, and the security which he might be able to give for the due performance of such terms as the Board might in consideration thereof think proper to agree to.

3d. I herewith transmit copies of my letter to the Collector of Burdwan and of his answer. As Mr. Parker states that all the persons whom he has been able to consult "agree in declaring that they believe the family, though once opulent, to be now in ruined and desperate circumstances," I conceive that there can be no hope of recovering the arrears due from Jugmohun Roy by keeping him any longer in jail, where, as I have already said, he has been confined almost two years without having paid any part of them. As I am inclined to think however that the terms which he has offered are more unfavour-

* Board of Revenue, O.C. 22 April, 1803, No. 3.

able to Government than the situation and circumstances of his family render it advisable to accept, I beg leave to propose that, in lieu thereof, he be required to pay Sa. Rs. 1000 on his release and the remainder of his arrears amounting to Sa. Rs. 4578. 3.1.2. by instalments of Rs. 150 per mensem, to commence from the 1st June. Should the Board think proper to sanction this adjustment I recommend that the father and brother of the defaulter be accepted as his securities as proposed by Mr. Parker, and I shall likewise call upon him to give some responsible landholder of this district as security for his appearance; but as he is almost a stranger at this place and all his friends and connexions live in Burdwan, I am very doubtful whether he will be able to comply with this requisition and do not therefore recommend that it to be insisted upon as a condition of his release.

4th. In the balance, which I have stated to be due from Jugmohun Roy, I have included the sum of Sa. Rs. 1120 which was embezzled by the Coerkedar Meer Kudrut Oelah, who had charge of his estate last year, as reported to the Board in my letter of the 16th ultimo. As it appears from the proceedings which accompanied this letter that the defaulter purposely concealed from me the embezzlements and mismanagement which took place in his Zemindarry from some private views of his own, I conceive that he has no right to expect that Government should forego their claim to any part of the arrears due from him on account of these embezzlements, and he seems to be aware of this since he has effered no objection to be held answerable for the whole of them, and I understand that he is ready to come to terms with the late Coerkedar, and to apply for his release from Jail in case of being set at liberty himself.*

49. Letter from the Collector of Dacca to the Board of Revenue informing of the resignation of Rammohun Roy. (16 May, 1803).

Sir & Gentlemen,

In the Letter which I had the honor of addressing you on the 14th Instant, I omitted to state that Mr. Woodforde late Acting Collector of this place, informed me that Rammohun Roy had on that morning sent him his resignation of the office of Dewan of Dacca Jelalpore.

I have therefore appointed Buddenath Mookerjee a sensible clever man, to act as Dewan, and should he ultimately answer my expectations I intend confirming him in the appointment, and shall report the same to

* Board of Revenue, O.C. 22 April, 1803, No. 2.

you, his securities are Mr. Panisty Alexander and Lalla Dull Sing persons of property and respectability at Dacca.*

50. Report the case of Maharaja Tezchund against Jugmohun Roy. (16 September, 1803).

Tejchund, Zemindar of Burdwan, Appellant
Versus
Jugmohun Rai, (Heir of Ramkaunt Rai), Respondent.

This was an action brought by the Raja of Burdwan in the Zillah Court of the district, on the 13th of July 1799, or 31st Asarh of the Bengal year 1206, against Jugmohun Rai and two others, viz. Ramkaunt Rai and Ramnidhee Ghose, for the proprietary right of the Tarufs Rusukpore and Poorgaon, and of the mouza Purolea. The annual *jumma* of the whole was stated at 8, 056 rupees. It appeared that the lands in question, on being sold by public auction, in the month of Jeth 1204, on account of arrears of revenue due from the former proprietors, were purchased by the late Ranee Bishen Konwur, the mother of the plaintiff, in the *furzee* or substituted name of three different persons. The defendant Jugmohun, who was now in possession of the lands, affirmed, that the Ranee, finding difficulties with respect to the purchase money, resold them to him for 36,200 rupees, the sum for which she had bought them. The plaintiff denied that the stated resale was ever made, or the money received by his mother; and affirmed that the defendant had obtained possession by unfair means, at his mother's decease, in 1205. He accordingly sued to recover the lands, as part of the zemindary to which he had succeeded. The defendant Jugmohun, on the other hand, admitting the prior purchase of the Ranee, rested his title on the proof of the resale to himself. For this purpose, after filing some papers purporting to be bills of sale, to Jugmohun, as from the nominal purchasers, he adduced an *ikrarnameh*, or written acknowledgment, purporting to have been executed by the late Ranee, and reciting, that on purchasing Turuf Rusukpore, &c. at the public sale, she borrowed of bankers a considerable part of the purchase money, and. not being able to repay them, resold the lands to Jugmohun for the same price she gave for them, and had received the money from him. This was dated the 1st of *Asin* 1204, and attested by three persons. Two of these were cited by the defendants to prove the execution. They deposed that they were called to witness it; that they heard the Ranee speak from behind the *purdah* or curtain where she was sitting; that they knew her voice; and that she said she had received the purchase

* Board of Revenue, O.C. 20 May, 1803, No. 28.

money. They did not see the money paid. After the defendant Jugmohun had declared in Court, that he had no other proof of the resale, and could not adduce any to the actual payment of the money, a person named Bunchanun Rai was called by him, who deposed, that he took the amount in gold mohurs from Jugmohun, to the residence of the Ranee; that, in his presence, it was given inside the *purdah* or curtain, to the Ranee; and that, on being desired to count it, she did so, and acknowledged it to be correct. No evidence to the execution or reality of the alleged deed of sale was brought by the defendant; and as there was only one witness to the alleged payment of the purchase money, who moreover did not profess to have seen the Ranee, but merely to have heard her voice, and whose evidence, from the circumstances attending it, as well as from the manner in which it was given, was not considered worthy of credit; and as there was moreover no receipt forthcoming for the purchase money; the Zillah Judge considered the payment not established. Independently of this, from strong suspicion against the *ikrarnameh,* he did not consider the evidence adduced to its execution sufficient to prove it. It was his opinion, that the alleged resale had been pretended, by Ramkaunt the father of Jugmohun (who had been *mokthar* of the Ranee's estate), with a view to defraud the Ranee or her successor; and as he considered the Ranee to have been the real proprietor of the lands in dispute at the time of her decease, under her purchase at the public sale, and that the plaintiff was entitled to them as her heir, judgment was given in his favour in the Zillah Court, for recovering them. The costs were made payable by the defendants Jugmohun and Ramkant; the other defendant not appearing to have had any share in the transaction.

On appeal by these persons from the above decision to the Provincial Court of Calcutta, the two Judges, who sat on the cause, differed in opinion. The Senior Judge considered the *ikrarnameh* established; that it afforded sufficient proof of a resale of the lands to Jugmohun; and that the decree passed by the Zillah Judge against his title, should be reversed. The Second Judge concurred in the Zillah decree and the grounds on which it was passed. The cause being for a value appealable to the Sudder Dewanny Adawlut, the Zillah decree was reversed, in conformity with the Senior Judge's opinion, and judgment given for Jugmohun's retaining possession of the lands.

On appeal by the claimant from the above decision to the Sudder Dewanny Adawlut, this Court did not concur in it. The Court considered, that the *ikrarnameh* attributed to Ranee Bishen Konwur was of very dubious authority, both from its appearing that the two persons

who were called by the respondent to prove it, and who deposed that they heard the Ranee, at the time, make a verbal acknowledgment of its contents, bore such bad characters as to make their evidence suspected; and also from the circumstances of Ramkaunt, the father of the respondent, having, at the time the resale to his son was stated to have taken place, held the management and controul of the Ranee's zemindary; which, combined with its appearing that the reason alleged for the stated resale, viz. the Ranee's want of funds, was not true; and with the circumstance of there being no proof to establish the payment of the purchase money to the Ranee, though, if it had really been paid, there could, in all probability, have been no difficulty in proving the fact; afforded, in the opinion of the Court, strong ground to suspect, either that the written acknowledgment was false, or that it was obtained by undue means. This instrument therefore (the only proof on the part of the respondent to the alleged resale) not being considered by the Court as at all competent to prove it; the Court determined, that the conveyance from the appellant's mother, on which the respondent rested his title, was not established, and that the appellant was entitled to the lands, as part of the zemindary to which he had succeeded. Judgment was accordingly passed by the Sudder Dewanny Adawlut (present J. H. Harington and J. Fombelle), reversing the decree passed against the appellant's claim by the Provincial Court, and confirming that passed by the Zillah Judge, with costs in each of the Courts payable by the respondent. Mesne profits during the time the claimant had been out of possession, were not adjudged, as no claim had been preferred to them; but a right of action was reserved for their recovery, if not paid on demand.*

51. Letter from the Collector of Midnapore to the Board of Revenue re: Jugmohun Roy. With Board's Order. (26 September, 1803).

Gentlemen,

On the 15th April last, my predecessor addressed the Board about the Balances due from Jugmohun Roy, the late Proprietor of Hurrirampore in Pergunnah Chitwa, who had been committed to Jail on account of arrears of Revenue amounting to Sicca Rupees 5578. 5. 1. 2. which remained due after the sale of his Zemindary, and in the second Paragraph of a letter in reply to the above from the Board under date 17th May, Mr. Ernst was directed to make the best arrangement he could with the Prisoner for the recovery of the above amount, and report the result to the Board.

* *Reports of cases determined in the Court of Sudder Dewanny Adawlut*, Vol. I, by W. H. Macnaghten (New Edn. 1827), pp. 257-59.

2d. Sicca Rupees 1120. 2. 2. is to be deducted from the above amount as proved to have been embezzled by the Sezawul Meer Cudrut Ullah, who is now in confinement on this account and for the Balance due from Jugmohun Roy after deducting this sum from the aforesaid amount, I have the Honor to submit to the Board a Petition from the Prisoner, stating that he will agree to pay down Rs. 1,000 on his Release and the remainder in 34 Months at Rs. 100 per Month.

3. If the Board approve of this arrangement, I will apply to the Collector of Burdwan to ascertain the goodness of the securities tendered by the Prisoner for the fulfilment of his Engagements, and submit his answer to the Board.

Mr. Ernst submitted copies of some Letters from the Collector of Burdwan, upon this subject on the 15th April last, who declared that he believed Jugomohun Roy to be in ruined and desperate Circumstances.

4. As the Prisoner has been confined now a long time, and as it does not appear, from the above letters and other Enquiries that the Prisoner be able to perform more, I beg leave to recommend they may be accepted. In the above Letter Mr. Ernst proposed that he the Prisoner should be required to pay Sa. Rs. 1000 on his Release, and the remainder by Instalments of Sa. Rs. 150 per mensem, but this he declared his Inability to pay and has only proposed these Terms in consequence of my urging him to a settlement of his Balance; he first asked me to grant him six years, which I refused, and prevailed upon him to accede to the present arrangement and to petition for the same accordingly, if he agreed to it.*

Board's Order:

Ordered the Collector of Midnapore be informed, that under the circumstances stated by him the Board authorize him to accept the offer of Jugmohun Roy for the discharge of the balance due from him, provided he give good and sufficient security for the discharge of his instalments.

52. Letter from the Collector of Midnapore to the Collector of Burdwan re: Jugmohun Roy. (5 October, 1803).

Sir,

Having at length succeeded in my endeavours with Jugomohun Roy the late Proprietor of Hurrirampore in Pergunnah Chitwa, who is now in confinement for the recovery of arrears of Revenue amounting to Rs. 4458. 0. 19. 2. to a settlement of his Balances the Defaulter has at

* Board of Revenue, O.C. 30 September, 1803, No. 23.

last consented to pay down Rs. 1000 in part, on his release, and the remainder by Instalments of Rs. 100 per mensem, and has tendered Ramlochun Roy Inhabitant of Radahnagur Pergunnah Jehanabad in Hugly, but who is always at Burdwan, and Sobha Chund Roy Inhabitant of Dyasa, Pergunnah Gopebhoom to be his securities for the fulfilment of his Engagements, I have therefore to request that you will be so good to send for the abovementioned persons and procure their signatures provided they agree to be his securities to the accompanying obligation, and return it to me properly authenticated, and likewise be so kind to ascertain whether they possess any property in your District and may be depended upon.

The Board have agreed to the terms, and the prisoner will be immediately enlarged after I receive your answer, if the securities are good and competent and will make themselves answerable for the amount in the event of Jugomohuns not paying it.*

53. Letter from the Collector of Burdwan to the Collector of Midnapore re: Jugmohun Roy's sureties. (17 October, 1803).

Sir,

In compliance with the request contained in your letter of the 5th Instant I summoned Sobahchund Roy one of the securities named by Jugomohun Roy who refuses to have any concern whatever in the transaction or to attend my summons as may be more fully understood by the enclosed copy of the return of the Nazir Ramlochun Roy is not to be met with in this District copy of the return of the Nazir is enclosed as also the Security Bond sent by you.†

54. Letter from the Collector of Midnapore to the Board of Revenue containing a statement of the balances outstanding a/c Hurreerampore, With Board's Order. (14 January, 1804).

Gentlemen,

In obedience to your Orders of the 27th December, I have the honour to submit my Report upon the Balances outstanding in this District on account of 1209 F.S.‡

Board's Order :

The Board pass the following orders on the balances due in the distirct of Midnapore on account of the year 1209.

Rs. 5578. 3. 12.

The Collector will endeavour to make an arrangement with Meer Kudrut Ullah for the recovery of the portion of the above balance due

* Records of the Burdwan Collectorate, Vol. 56. No. 232.
† Records of the Burdwan Collectorate, Vol. 58, No. 93.
‡ Board of Revenue, O.C. 27 January, 1804, No. 3.

from him; and he will also endeavour to obtain good security from Jugmohun Roy for the payment of the instalments offered by him.*

Report upon the Balances due from the District of Midnapoor for the year 1209 F.S.†

Mehals Engaged for by the Proprietors

Mehals	Proprietors	Jumma	Balance till 31 December 1803
Hurryrampoor	Jugmohun Roy	24,186. 7. 10. 1.	5,578. 3. 1. 2.

Explanations

Sa. Rs. 5, 578, 3. 1. 2. This Balance is due from Jugomohun Roy, who is in Jail, Sa. Rs. 1120. 2. 2. is to be deducted from the above, as proved to have been embezzled by the Sezawal Meer Cudrut Ullah, who is also in confinement, and has no kind of property at least, that I have been able to discover belonging to him, and appears to be perfectly destitute and miserable, and I have no hope of recovering any part of the above Balance, and the remaining Balance Sa. Rs. 4, 458. 0. 19. 2. which is due from Jugomohun Roy, I am sorry to inform the Board, that I have not been able to make any adjustment of the Balances with the above Defaulter. I stated in my Letter to the Board under date the 26th September, that he the above Jugomohun Roy, had offered to pay Sa. Rs. 1000 on his Release, and the remainder by equal Monthly Instalments of Sa. Rs. 100 per month, but having addressed the Collector of Burdwan to ascertain the sufficiency of the securities tendered by the above Defaulter, for the punctual fulfilment of his Engagements. Mr. Webb informed me, that one of the securities named Sobah Chund Roy, refused to have any concern whatever in the transaction, and that the other Ramlochun Roy was not to be found any where in his District, and therefore he is still in confinement, and has not been able to procure any other persons to become his securities whatever.

55. Letter from the Collector of Midnapore to the Board of Revenue submitting a supplementary report of the balances outstanding a/c Hurreerampore. With Board's Resolution. (2 May, 1804).

Gentlemen,

In obedience to the orders contained in your Secretary's letter under date the 27th January 1804, I herewith transmit the supplementary

* Board of Revenue, O.C. 27 January, 1804, No. 5.

† Board of Revenue, O.C. 27 January, 1804, No. 4 (Enclosure).

Report upon the Balances due from the District of Midnapore for the year 1209 F.S.*
Enclosure from the
Collr. of Midnapore.

Supplementary Report upon the Balances due from the District of Midnapore for the year 1209 F.S.†

Mehals engaged for by the Proprietors.—
Sa. Rs. 5,578. 3. 12..

Are due from Jugomohun Roy and Meer Cudrut Ullah, who are both in Jail, a full explanation of the circumstances of these Defaulters is contained in my Report to the Board of the above date, and I am afraid that it will not be recovered.

Board's Reso. :

The Board having considered the 2nd report from the Collector of Midnapore respecting the balances due from the district under his charge on account of the year 1209. Resolved that he be informed that the Board are satisfied generally with the explanation contained in it.

As the Board do not conceive that either Meer Cudrut Ullah or Jugomohun Roy are entitled to any indulgence from Government they desire that the Collector will still continue them in confinement. Should they hereafter make any proposition for the liquidation of the balances due from them by instalments, the Collector will report on the subject for the Board's consideration and orders.‡

56. Letter from the Collector of Midnapore to the Collector of Burdwan re: Jugmohun Roy's affairs. (4 February, 1805).

Sir,

Jugmohun Roy the late Proprietor of a Mehal in Pergunnah Chetwa who is in confinement for the recovery of arrears of Revenue due to Government on account of 1209 F.S. has tendered Ramlochun Roy and Sobhachund Roy Inhabitants of your District to be his Securities for the payment of his Balances which arrangement I have received the Board's Orders to accept whenever the Defaulter might procure proper and responsible persons to agree, I have therefore the pleasure to send the accompanying paper and beg you will summon the persons specified in it, before you and obtain their signatures to the obligation if they agree, and return it to me properly authenticated.

* Board of Revenue, O.C. 17 August, 1804, No. 82.
† Board of Revenue, O.C. 17 August, 1804, No. 83.
‡ Board of Revenue, O.C. 17 August, 1804, No. 84.

I had the pleasure of writing to you on this subject before and request you will excuse the trouble I have given.*

57. Letter from the Collector of Burdwan to the Collector of Midnapore re: Jugmohun Roy's affairs. (9 March, 1805).

Sir,

I beg leave to return the obligation enclosed in your Letter of the 4th Ultimo duly signed in my presence by the two Securities Sobachund Roy and Ramlochun Roy.†

58. Letter from the Collector of Midnapore to the Collector of Burdwan re: Jugmohun Roy's affairs. (11 May, 1805).

Sir,

I beg the favour of you to ascertain whether Sobachund and Ramlochun Roy who signed a paper of security before you on the 9th of March last for Rs. 4,457 ,, G. 19. C. 2 on account of Jugmohun Roy are responsible persons.‡

59. Letter from the Judge of Burdwan (Mr. T. H. Ernst) to the Board of Revenue transmitting copy of a Decree passed in the case of Maharaja Tezchund and Ramcaunt Roy & others. With Enclosure. (1 July, 1805).

Gentlemen,

In conformity to the 9th section of the 4 Regulation of 1793, I beg leave to transmit you copy of a Decree passed by the late Judge on the 17th May last, wherein Maha Raja Taijchund was Plaintiff and Ramkaunt Roy Juggomohun Roy and Ramneedy Ghose &ca. Defendants respecting some revenue lands with a short abstract thereof in English.§

Abstract of a Decree passed in the Dewanny Adawlut Zilla Burdwan in a cause wherein Maha Rajah Taijchund was Plaintiff and Ramkaunt Roy Juggomohun Roy and Ramneedy Ghose &ca. Defendants¶

No.	Pergunnah	Portion	Sudder Jummah agreeable to the Plaintiff's Statements	Former Possessor	Present Possessor	In whose favour Decreed	Date of the Decree
131	Shabad, Champanugurry & Burdah	Rusickpore Paroolea and Poorungong	Rs. as. Gs. Cs. 8056. 4. 6. 2.	Maha Ranee Bishen Kownerry	Surropchund Roy Ramneedy Ghose & Ramchunder Sein	Maha Rajah Taijchund	17th May 1804

Zilla Burdwan (Sd) T. H. Ernst
the 1st July 1805. Judge.

* Records of the Burdwan Collectorate, Vol. 63, No. 45.
† Records of the Burdwan Collectorate, Vol. 65, No. 62.
‡ Records of the Burdwan Collectorate, Vol. 63, No. 158.
§ Board of Revenue, O.C. 9 July, 1805, No. 47.
¶ Board of Revenue, O.C. 9 July, 1805, No. 48 (Enclosure).

60. Letter from the Collector of Burdwan to the Collector of Midnapore re: Jugmohun Roy's affairs. (6 August, 1805).

Sir,

I have to acknowledge the receipt of your Letter of the 18th Ultimo and beg leave to inform you that previous to the receipt of Mr. Strachey's letter, I had not been requested to ascertain the responsibility of the securities but only to procure their signature to be put to the Security Deeds in my presence and of course I supposed the late Collector had satisfied himself my records are now examined for the purpose of reporting their responsibility and when ascertained my report shall be sent without delay.*

61. Letter from the Collector of Burdwan to the Collector of Midnapore re: Jugmohun Roy's affairs. (10 August, 1805).

Sir,

In continuation of my Letter of the 6th Instant I have to inform you that by the records of my office it appears that 1535 Biggahs and 5 Cottahs of rent free Lands stand in the name of Ramlochun Roy one of the Securities tendered by Jugmohun Roy and the other does not appear to be possessed of any Landed property.†

62. Letter from the Collector of Midnapore to the Collector of Burdwan enclosing two Dustucks. (30 October, 1805).

Sir,

I enclose two Persian Dustucks which I will thank you to enforce one in the name of Roogonaut Sing and another in the name of Jugmohun Roy.‡

63. Letter from the Collector of Midnapore to the Collector of Burdwan transmitting two Perwannahs. (13 February, 1806).

Sir,

I have the honor to transmit two Perwannahs in the names of Jugmohun Roy and Rugonauth Sing which I request you will direct to be served upon the above persons—and on Ramlochun Mitter and Cossenauth Roy Securities of Rugonauth Sing Defaulter.§

* Records of the Burdwan Collectorate, Vol. 65, No. 223.

† Records of the Burdwan Collectorate, Vol. 65, No. 233.

‡ Records of the Burdwan Collectorate, Vol. 67, No. 32.

§ Records of the Burdwan Collectorate, Vol. 67, No. 183.

64. Mr. Digby's letter to the Board of Revenue informing of his having delivered over charge of his office of Register and Acting Magistrate of Ramgurh. (18 October, 1806).

Sir,

I have the honor to acquaint you that I have this day delivered over charge of this Office to Mr. R. Thackerry.*

65. Mr. Digby's letter to the Board of Revenue informing of his having taken charge of the Jessore Collectorship. (23 December, 1807).

Gentlemen,

I have the honor to inform you of my having this day received charge of the Office of Collector from Mr. E. Parker together with the Cash in the Treasury amounting to Sicca Rupees 8587. 2.15 and in Bank notes 4460. Total Balance 13047. 2. 15 and Stamp Papers in store amounting to Sa. Rs. 17473. 8.†

66. Governor General's resolution proposing Mr. Digby as Register of the Bhagaulpore Court. (15 January, 1808).

The Governor General

The Governor General proposes that Mr. J. Digby be appointed to the office of Register of the Zillah Court at Bhaugulpore.‡

(Sd) Minto
G. Hewett
J. Lumsden
H. Colebrooke.

67. Mr. Digby's letter to the Board of Revenue informing of his having delivered over charge of the Jessore Collectorship. (9 June, 1808).

Gentlemen,

I have the honor to inform you that I have this day delivered over charge of this office to Mr. Edmund Parker, the Collector, together with the records, Deadstock, Balance of Cash amounting to Sa. Rs. 2618. 12. 13. 2 and value of Stamps remaining in store Sa. Rs. 18436. 4. for all of which I herewith transmit that Gentleman's receipt.§

* Judicial Department (Civil), O.C. 30 October, 1806, No. 18.
† Board of Revenue, O.C. 29 December, 1807, No. 93.
‡ Judicial Department (Civil), O.C. 15 January, 1808, No. 1.
§ Board of Revenue, O.C. 14 June, 1808, No. 34.

68. Letter from the Secretary to Government to the Secretary, Board of Revenue, informing of Mr. Digby being deputed to act as Collector of Rungpore. (30 June, 1809).

Sir,

I am directed to desire that you will acquaint the Board of Revenue that the Right Honble the Governor General in Council has this day been pleased to make the following arrangements.

Mr. James Morgan the Collector of Rungpore has been deputed to officiate as Judge and Magistrate of Dinagepore.

Mr. J. Digby deputed to act for Mr. Morgan as Collector of Rungpore.*

69. Letter from the Secretary to Government to the Secretary, Board of Revenue, informing of Mr. Digby being appointed Collector of Rungpore. (20 October, 1809).

Sir,

I am directed to desire that you will acquaint the Board of Revenue that His Excellency the Vice President in Council has this day been pleased to appoint Mr. J. Digby to the office of Collector of the District of Rungpore.†

70. Mr. Digby's letter to the Secretary, Board of Revenue, informing of his appointing Rammohun Roy as Dewan of Rungpore Collectorship, With Board's Order. (5 November, 1809).

Sir,

Having in conformity to the orders contained in your letter of 23d Ultimo accepted the resignation of Golam shau late Dewan of this office I beg leave to acquaint you for the information of the Board that I have appointed Rammohun Roy in his room a man of very respectable family and excellent education; fully competent to discharge the duties of such an office; and from a long acquaintance with him I have reason to suppose that he will acquit himself in the capacity of Dewan with industry integrity and ability. I hope to be favoured with the Boards sanction of this appointment.‡

Board's Order:

Ordered that the Collector of Rungpore be directed to inform the Board under whom and in what public office the person alluded to in his letter has been employed and also the name of his security.

* Board of Revenue, O.C. 11 July, 1809, No. 49.

† Board of Revenue, O.C. 26 October, 1809, No. 42.

‡ Board of Revenue, O.C. 14 December, No. 23.

71. Mr. Digby's letter to the Secretary, Board of Revenue, re: Rammohun Roy, With Board's observations. (30 December, 1809).

Sir,

In reply to your letter of the 12th Instant I have the honor to acquaint you for the information of the Board that Rammohun Roy the man whom I have recommended to be appointed as Dewan of this office acted under me in the capacity of sheristadar of the Fowzdary Court for the space of three months while I officiated as magistrate of the Zillah of Ramgur and from what I saw of his knowledge of the Regulations accounts &ca., during that time and during the term of my acting as Collector of Jessore as well as from the opinion I have formed of his probity and General qualifications in a five years acquaintance with him I am convinced that he is well adapted for this situation of Dewan of a Collectors office.

I have also to inform you that Joiram Sain the Zemindar of Chachoiah &ca., paying an annual revenue to the amount of S. Rs. 20,935. 14. 6. 3. and Mirza Abbassally an heir of the late Mirza Mahomed Tuckey Zemindar of Coolaghaut &ca., paying a revenue of S. Rs. 917. 13. 3. have come forward as his sureties to the amount of 5000 Rs. a copy of their security I beg leave to transmit enclosed.*

Board's observations:

The Board of Revenue having taken the above letter into consideration and being of opinion that it is essentially necessary that all persons who may be appointed to the responsible office of Dewan should have been some time in the habits of transacting Revenue details and also he will be acquainted with the Regulations relating to Revenue matters and the General system observed in the collection of the Revenue.

The Board therefore do not consider themselves authorised to confirm the nomination proposed by the Collector.

The Board further observe that the service performed by Rammohun Roy as Acting serishtadar of a Fouzdarry Court cannot be considered by the Board as rendering him in any degree competent to perform the more important duties of a Dewan which are in their nature totally different.

The Board therefore direct that the Collector be instructed to nominate some person from whose general knowledge in the Revenue Department responsibility and other qualifications, the duties vested in him may be expected to be performed with correctness.

* Board of Revenue, O.C. 15 January, 1810, No. 10.

The Board further observe that they are of opinion the security of a Dewan should not if it can be avoidable be persons holding Lands in the district as they possibly might obtain an undue influence in the District.

72. Mr. Digby's reply to the letter of the Board of Revenue re: Rammohun Roy. (31 January, 1810).

Sir,

I have to acknowledge the receipt of your Letter of the 5th Instant, and am sorry to observe, that the Board pay so little deference to my recommendation as to object to my appointing Rammohun Roy Dewan of this office, after having given him so favourable a character, and relating the very superior qualifications he possessed.

It appears by the first Paragraph of your Letter, that the Board assert as a reason for refusing to confirm Rammohun Roy in the appointment proposed, that in consequence of his inexperience in the transaction of the business attached to the office of Dewan, they consider him incompetent to discharge the duties of it, but I imagined that such objection would have been sufficiently obviated by what I mentioned in my Letter of the 30th Ultimo, as to the knowledge he evinced of the Regulations and of the general system to be adopted for the collection of the Revenue when with me in the capacity of a private Moonshee, during the term of my acting as Collector of the District of Jessore. Moreover I cannot refrain from observing that in many instances Dewans of Collector's have been confirmed by the Board, who had never been employed in any public office.

I now beg leave to refer the Board to the Cazy wul Cozzat in the the Sudder Dewanny Adawlut, to the head Persian Moonshee of the College of Fort William, and to the other principal officers of those Departments for the character and qualifications of the man I have proposed.

Being thoroughly acquainted with the merits and abilities of Rommohun Roy, it would be very repugnant to my feelings, to be compelled so far to disgrace him in the eyes of the Natives as to remove him from his present employment in which I have continued him as officiating in the hope that the character which will be given of him by the Natives, to whom the Board are referred, and the knowledge of his business which I have declared him to possess, will induce them to confirm him in the appointment of Dewan of my office for which I am confident he is perfectly well qualified.

With respect to securities, I beg to inform the Board, he can procure them from other Districts to any amount that may be required.*

73. Reply from the Board of Revenue to Mr. Digby's letter re: Rammohun Roy. (8 February, 1810).

Sir,

I am directed to acknowledge the receipt of your Letter of the 31st Ultimo and to acquaint you that as the Board do not perceive any ground contained in it, to induce them to alter their former decision respecting the nomination of Rammohun Roy to be Dewan of your Zillah, they desire that you will proceed to select some other person for that office conformably to their orders of the 15th Ultimo.

The Board further desire me to inform you that they greatly disapprove of the style in which you have addressed them upon the present occasion; and that although it would be with much reluctance the Board would certainly feel themselves compelled to take very serious notice of any repetition of similar disrespect towards them.†

74. Mr. Smelt's letter to the Secretary, Board of Revenue, informing of his having received charge of the Collectorship of Rungpore. (20 July, 1814).

Sir,

I beg leave to acquaint you for the information of the Board that I have this day received charge of the office of Collector of this District with the balance of cash in the Treasury amounting to Sicca Rupees 22171. 1. 19. 3. for which I have granted my receipts in duplicate. The value of Stamp Paper delivered over to me by the Collector is Sa. Rs. 28877. 10. as also 3 mds. 31 srs. 7 chutks. of opium for which I have given my receipt in duplicate.‡

75. Mr. Digby's letter to the Secretary, Board of Revenue, informing of his making over charge of the Collectorship of Rungpore. (20 July, 1814).

Sir,

You will be pleased to inform the Board that I have this day made over charge of this Collectorship to Mr. A Smelt together with official seals, office records, Stamp Papers, opium and Cash Balance in the Treasury amounting to Sa. Rs. 22171. 1. 19. 3.

For the information of the Board I enclose you his receipts for the balance of Cash now in Treasury as also his receipts for the Stamp papers and opium now in deposit.§

* Board of Revenue, O.C. 8 February, 1810, No. 9.

† Board of Revenue, O.C. 8 February, 1810, No. 10.

‡ Board of Revenue, O.C. 29 July, 1814, No. 16.

§ Board of Revenue, O.C. 29 July, 1814, No. 17.

76. Letter from Mr. Digby to the Chief Secretary to the Government informing of his intention to proceed to England. (9 January, 1815).

Sir,

I beg leave to acquaint you for the information of Government that I propose to proceed to England by the next ship for the re-establishment of my health as well as to settle my private affairs and to return in the course of three years to this country.*

Calcutta. I remain &c.

77. Second letter from Mr. Digby to the Chief Secretary to Government on the same subject. (13 January, 1815).

Sir,

I have the honour to enclose you for the perusal of the Honble. the Vice President in Council a certificate signed by Mr. T. Luxmoore Asstt. Surgeon on this establishment showing the necessity of my returning to Europe for the re-establishment of my health and I request the favour of your obtaining for me the permission of Government to embark on board the General Hewett.†

Calcutta. I have &c.

78. Certificate of the Accountant General re: Claims against Mr. Digby. (16 January, 1815).

This is to certify that on reference to the General Books of this Presidency to the 30th April 1812, 13 I do not find that there are any pecuniary claims exhibited therein against John Digby, Esqr, a Senior Merchant in the Honble Company's Service.‡

79. Letter from the Chief Secretary to Mr. Digby informing of the permission granted to him to proceed to England. With Order. (17 January, 1815).

I am directed to acknowledge the receipt of two letters from you dated the 9th and 13th Instant together with the Medical Certificate mentioned to accompany the latter, and to acquaint you that the Honorable the Vice President in Council has been pleased to comply with your application for permission to proceed to England on board of the General Hewett, for the re-establishment of your health. The necessary orders will be issued to the Commander of the ship to receive you on board.§

Order :

Ordered that a copy of the foregoing letters from Mr. J. Digby, who has obtained the permission of Government to proceed to England

* Revenue Dept., O.C. 20 January, 1815, No. 7.
† Revenue Dept., O.C. 20 January, 1815, No. 8.
‡ Revenue Dept., O.C. 20 January, 1815, No. 10.
§ Revenue Dept., O.C. 20 January, 1815, No. 10A.

on board of the General Hewett for the re-establishment of his health, be sent to the Public Department, that the necessary orders may thence be issued to the Commander of the above mentioned ship for receiving Mr. Digby on board.

80. Extract of a letter from the Governor General in Council to the Court of Directors re: Mr. J. Digby. (7 October, 1815).

Par 117. Mr. J. Digby late Collector of Rungpore, and Mr. A. G. Tod, late Collector of Government Customs at Hooghly, have resigned the service of the Honorable Company and proceeded to Europe. We beg leave to recommend that these Gentlemen be restored to the service should they make the necessary application within the prescribed period.*

81. Letter from the Collector of Midnapore to the Secretary, Board of Revenue, re: a petition from Govindpersaud Roy. (19 January, 1818).

Sir,

I have to acknowledge the receipt of your letter of the 6th Instant forwarding for my report copy of a petition from Govindpersaud Roy.

I beg leave to refer the Board to my letter to you under date the 11th September last detailing the reasons for which measures were adopted to bring to sale the property of Jugmohun Roy, the father of the Petitioner.

The Kistbundy executed by Jugmohun Roy, copy of which I enclose is for the payment of Sa. Rs. 3,358 in monthly instalments of Sa. Rs. 150—no part of this demand has been discharged by the Defaulter previous to his death.

Exclusive of the statement of Effects belonging to the Estate of the deceased transmitted in my letter above referred to, I have received from the Acting Collector of Burdwan a statement of additional property appertaining to the same Estate, now in the possession of the petitioner—copies and translation of this statement I beg to enclose.

Should the petitioner be disposed to execute Engagements for the liquidation of the demand which Government has against his father's Estate, on the terms of the original Kistbundee, I would take the liberty to suggest that an arrangement to the Effect be concluded with him, in consideration of the circumstances of the petitioner, who I understand has no means of subsistence but what he derives from the Enjoyment of the property in question.

* General Letters to the Court of Directors (Revenue), 7 October, 1815.

If this suggestion meet the Boards approval—the lands and other property of the petitioner should, I imagine, be held in mortgage in satisfaction for the payment of the demand.*

82. Enclosure from the Collector of Midnapore containing a statement of Lands &c. divided in equal half shares between Jugmohun Roy and Rammohun Roy. (19 January, 1818).

Sree Sree Kisno
Year 1224.

(Signed) Doorgapersaud Mookerjee

List of Lands and property situated in × × × in the possession of his son Govindpersaud Roy as follows translated from an account transmitted from the Collector of Burdwan.†

Pergunnahs	Names of the villages in which the grounds are situated	Number of Biggahs for Pady grounds		Tanks		Total	
		Bigh.	Cot.	Bigh.	Cot.	Bigh.	Cot.
Jahanabad ...	Kissenuggar ...	17	...	...	...	17	...
Do. ...	Do. ...	...	...	2	...	2	...
Do. ...	Goopeynauthpore ...	2	...	...	...	2	...
Do. ...	Drumpore ...	6	14	...	...	6	14
		25	14	2	...	27	14
Boyrah ...	Radabellebpore ...	6	...	...	...	6	...
Bhoorsoot ...	Nawoosur ...	9	...	...	...	9	...
Do. ...	Catiadul ...	6	...	...	...	6	...
		21	14	2	...	21	...
		46	14	2	...	48	14
Chatewah ...	Sanmaut	11	3	...	...	11	3
Do. ..	Coolnairah ...	20	...	...	...	20	...
Do. ...	Dhurmah ...	5	...	...	...	5	...
Do. ...	Khankhanah Chuck ...	11	...	...	...	11	...
Do. ...	Luckencoondoo ...	10	3	...	...	10	3
Do. ...	Gopalpore ...	5	12	...	...	5	12
Do. ...	Wooday Chuck ...	2	...	...	...	2	...
Do. ...	Cowlenpore ...	6	...	...	...	6	...
Do. ...	Hubbibpore Gardenground ...	60	...	...	...	60	...
		170	18	2	...	130	18
		177	12	2	...	178	...

* Board of Revenue, O.C. 27 January, 1818, No. 32/33.

† Board of Revenue, O.C. 27 January, 1818, Separate No. 1.

(Signed)
Sree Doorgapersaud
Mookerjee.

Sree Sree Raum
Year 1224

List of the Pady ground, Dwelling Houses, Tanks (?) and Garden &c. which divided into two Equal half and half share, between Juggomohun Roy (Deceased) and Rammohun Roy as follows.

Govindpersaud Roy one of the holders the possession of an half share belonging to his father Juggomohun Roy Deceased one of the half sharers in the following Estate & Effects &c.	Gooropersaud Roy one of the holders the possession of one half share belonging to Rammohun Roy one of the half sharers in the following Estate and Effects &c.

	Bigahs		Bigahs	Bigahs
Dwelling Houses consisting by estimation	16	(Divided)	8	8
Cocoanut Trees	... 70	Ditto	35	35
A Garden covered with Mangoe Trees	... 100	Ditto	50	50
	Bigah		Cottahs	Cottahs
House consisting ×	... 1	Ditto	10	10
			Bigahs	Bigahs
Ditto	... 18	Ditto	9	9
Trees	... 200	Ditto	100	100
× Hall erected × consisting ×	700	Ditto	350	350
× ×	1	Ditto	8 annas	8 annas.
House × earth × long and 8 cubits Breadth ...	1	Ditto	Ditto	Ditto
A House erected and built its wall with Bricks and covered with straw thach 13 cubits long & 6 Breadth × to the west side × Durrozah House	Divided		annas share 8	annas share 8
House Ditto 30 cubits long and × breadth is × to the south side × × ...	Ditto		Do	Do
House made and built with wood covered with straw &c. × × cubits long & 8 Breadth × × ...	Ditto		Do	Do
A Brick built Durrozah	Ditto		Do	Do
× Built House using for things &ca. × cubits long and × Breadth	Do		Do	Do
A × × Brick House for kitchen 35 cubits long and × Breadth × ×	Do		Do	Do
A × roomed Brick × with 2 × ,30 cubits long and × Breadth	Do		Do	Do
A upperroomed Brick House contained with 6 rooms for women's × 35 cubits long Breadth 15 ...	Do		Do	Do

× House to the × thereof 26 cubits long and Breadth 6 ...	Do	Do	Do
Brick wall × House × cubits long and Breadth × ...	Do	Do	Do
A House erected and built its wall with Bricks and covered it with straw thach for cook room 22 cubits long and breadth 6	Do	Do	Do
A House contained with 4 Brick Rooms covered with straw thach 25 cubits long and Breadth 20	Do	Do	Do

(Signed)
Ram Doyal Gossain
Bussoodeb Ghose,
Ramjoy Ghose, ill.

List of the Estate and Effects belonging to Jugmohun Roy (Deceased) in Nangurpara in the Pergannah Boyrah × 13th Choyet.

An upperroomed × Brick House with 3 Rooms × × ...	This House situated × × stood up in a × or charity ground consisting 2 cottahs
A × × House for × 20 cubits long and Breadth 5 ...	This House situated × stood up in a charity ground consisting half estate
A × × × wall covered with straw thach	This House situated × stood upon a charity ground consisting of 1 cottah
A Tank situated being and dug down to the west of a Garden of Groodoss Roy and to the east of the women's apartment	This Tank is dug down in a charity ground consisting 25 Bigahs
Ten cocoanut trees to the west side of the said Tank	10 Trees
A piece of ground situated lying and being to the North side of the × aforesaid	2 Biggahs
A straw House 20 cubits long and Breadth 6	An half share of this is belonging to Jugmohun Roy (Deceased)
A Brick built lowerroomed Broken Hall 16 cubits long and Breadth 12	Ditto
A Cook Room erected its wall with Bricks and covered with straw thatch consisting 22 cubits long and Breadth 6 ...	Ditto
An Autchallah House 25 cubits long and Breadth 20	Ditto

Sree Sree Kisno
Year 1224

(Sd) Boydynauth Ghose
Gomastah of Kissenagur
× × Bussodeb Gose & × × × ×
× Ramjoy Gose are × × × ×
of Nagoorparah,
Juggonauth Pyke,
of the village

List of the Estate and effects belonging to Jugmohun Roy Deceased on account of an eight annas or half share in Mouzah Nangoorparah in the Pergunnah Boyrah 30 Srabun 1224.

Consisting the ground 16 Bigahs lying and being in Dwelling House an half share of the same ...	8 Bigahs
70 coconut Trees an half the same	35 Trees
100 Mangoe Trees Ditto	50 Ditto
1 Tank covered with Water Ditto Ditto	8 annas share
Another Ditto Ditto	8 Ditto
Another Ditto Dug down in the ground 18 Bigahs —half share	9 Bigahs
200 Palmer Trees half of them	100 Trees
A Brick Wall 700 cubits an half share	350 cubits
1 Bytuckkhanah House the half share of the same ...	8 annas share
1 Durrozah House 25 cubits long and Breadth 6 half of it ...	8 annas share
1 House 13 cubits long and Breadth 10 half of the same ...	8 annas share
1 Bytuckkhanah House 30 cubits long and Breadth 6 half share ...	8 annas share
1 Notmundeer 20 cubits long and Breadth 8	8 Ditto
1 Brick built Durrozah 15 cubits long and Breadth 5 ...	8 Ditto
1 Brick built lowerroomed House 9 cubits long and Breadth 6...	8 Ditto
1 Brick built Cook Room 25 cubits long and Breadth 6 an half share of the same	8 annas share
A Hall with two Rooms 30 cubits long and Breadth × an half share ×	8 annas Ditto
An upperroomed Brick built House with 6 Rooms 35 cubits long and Breadth 10 an half share of it	8 annas Ditto

True Translation
(Sd.) A. Campbell
Collr.

83. Letter from the Board of Revenue to the Collector of Midnapore re: Govindpersaud Roy's affairs. (27 January, 1818).

I am directed by the Board of Revenue to acknowledge the receipt of your letter of the 19th Instant and to acquaint you that under all the circumstances of the case, and as it would appear that the property left by the late Jugmohun Roy is at present contested in the Court of Justice, the Board do not conceive that any coercive measures shall be adopted to enforce the payment of a balance which has been so long due, they have accordingly been pleased to authorize the petitioner to pay the balance in ten years by instalments.

A copy of the Petitioners engagements is herewith transmitted to you and you will receive the instalments as they may become due.*

84. Letter from the Collector of Midnapore to the Board of Revenue, re: the sale of Govindpersaud Roy's lands for arrears due to Government. (23 February, 1820).

Sir,

With reference to the Boards instructions to the late Collector under date the 27th January 1818, accompanied by engagements on the part of Govindpersaud Roy son of Jugmohun Roy Deceased late Talookdar of Hurreerampore Pergunnah Chitwa to pay the Balance due from his Father's Estate in ten years by instalments, I beg leave to state for their information that the year 1225 B.S. having elapsed wihout his taking any steps for the payment of the instalment due for that period amounting to Sa. Rs. 335 or shewing the slightest attention to the requisition issued by me to that effect, I transmitted a Roobakaree on the 27th of January last to the Collector of Burdwan calling upon him to furnish me with a statement of such part of the Property of Govindpersaud Roy in that District as it might be expedient to dispose of for the recovery of the Instalment.

2d. That statement I have now the honor to submit, and request the Board will be pleased to issue the necessary instructions to the Collector of Burdwan for the sale of the Lands therein specified.†

85. Letter from the Board of Revenue to the Collector of Burdwan on the above matter. (29 February, 1820).

Sir,

I am directed to transmit to you the annexed copy of a letter from the Collector of Midnapore and to communicate the Board's desire that you will submit a regular Lotbundy of the property of Govindpersaud

* Board of Revenue, O.C. 27 January, 1818, No. 34.

† Board of Revenue, O.C. 29 February, 1820, No. 25.

Roy alluded to in it, that it may be brought to sale for the recovery of the sum demandable from that person under his engagement.*

86. Letter from the Collector of Burdwan to the Secretary, Board of Revenue, re: Govindpersaud Roy's affairs. (31 March, 1820).

Sir,

I have the honor to acknowledge the receipt of your Letter of the 29th February last and beg leave to enclose a Statement of Lackerage Lands of Govindpersaud Roy for the Liquidation of arrears of Revenue due from him to Government in Zillah Midnapore which I would propose to expose for sale at my Cutcherry on Thursday the 18th May or 6th Joyte next.†

87. Statement of the Lackeraj lands belonging to Govindpersaud Rpy proposed to be sold. (31 March, 1820).

Statement of Lackeraje lands of Govindpersaud Roy the heir of Jugmohun Roy late Proprietor of Hurrirampore in Purgh. Chettooah proposed to be sold for the recovery of Arrears of Revenue due from him to Government to the end of 1225 B.S.‡

Lot	Names of Villages in which the lackerage is situated	Names of Zemindaree Pergunnah or other local division	Names of Proprietors of Lackerage lands	Nature of Lackerage lands	Supposed Quantity of Lackerage lands	Amount for which the lands are proposed for sale
				Said to be Bermotur	B. C. C.	
1	Kissenuagur	P. Jehanabad	Govindpersaud Roy, the heir of Jugmohun Roy	——		335
				Occupied by Luckhun Mullick - -	8	
				Do. Sibram Neabagis -	5	
				Do. Kissen Coond - -	1	
				Do. Rampersad Sal - - -	3	
				Do. Bydenaut Kahar containing a tank - -	2	

Remarks

T[illegible]tement is made out from the Papers which was delivered by the Gomastah of the Village to the Peon who was deputed from this Cutcherry to ascertain the defaulters Property.

Burdwan 31st March 1820.
Errors Excepted
(Sd.) Ill.

* Board of Revenue, O.C. 29 February, 1820, No. 26.
† Board of Revenue, O.C. 14 April, 1820, No. 13.
‡ Board of Revenue, O.C. 14 April, 1820, Separate No. 2.

88. Letter from the Board of Revenue to the Collector of Midnapore re: Govindpersaud Roy's affairs. (14 April, 1820)

I am directed to acknowledge the receipt of your letter of the 23rd of February last with its enclosure and to acquaint you that the Collr. of Burdwan has been furnished with final instructions to bring to sale the property of Govindpersaud Roy on Monday the 18th proxo.; you will of course advise him should the amount be previously paid into your Treasury.*

89. Letter from the Board of Revenue to the Collector of Burdwan re: the sale of Govindpersaud Roy's lands. (14 April, 1820).

I am directed to acknowledge the receipt of your letters of the 31st ultimo and to acquaint you that approving of the proposed sale of the rights and interests of Govindpersaud Roy in the lakheraj lands exhibited in the statement submitted with it, authorize your issuing advertisements notifying that they will be disposed of at your kucherry on Thursday the 18th proxo. or 6th of Joyte next; and they authorize you to proceed to the actual sale unless the sum to be recovered be previously discharged.†

90. Letter from the Collector of Midnapore to the Board of Revenue re: arrears due from Govindpersaud Roy and Sale of his property. (27 December, 1821).

Sir,

With reference to the Board's instructions to the late Collector under date 27th January 1818 accompanied by engagements on the part of Govindpersaud Roy son of Jugmohun Roy deceased late Talockdar of Hurreerampore Pergunnah Chetwa to pay the Balance due from his Father's Estate in ten years by instalments, I beg leave to state for their information that the years 1226 and 1227 B.S. have elapsed without his taking any steps for the payment of the instalments due for that period amounting to Sa. Rs. 670 or shewing the slightest attention to the Perwan[illegible]ued by me to that effect on the 14th May last.

I have therefore to request the Board will be pleased to issue the necessary instructions to the Collector of Burdwan for the sale of his property for the recovery of the amount due.‡

* Board of Revenue, O.C. 14 April, 1820 No. 14.

† Board of Revenue, O.C. 14 April, 1820, No. 14.

‡ Board of Revenue O.C. 17 May, 1822, No. 9A.

91 Letter from the Board of Revenue to the Acting Collector of Burdwan asking for explanation of the cause of delay in conforming to their orders re: the sale of Govindpersaud Roy's lands. (22 January, 1822).

Sir,

The Board of Revenue having remarked that no answer has as yet been furnished to their orders of the 14th April 1820 authorizing the sale of the rights and interests of Govindpersaud Roy I am directed to desire that you will supply the omission and furnish an explanation of the cause of the delay that has occurred.

2d. You are further desired to prepare a statement of the Lands belonging to Govindpershaud Roy for sale for the recovery of the arrears due to Government in Zillah Midnapore.*

92. Reply from the Collector of Burdwan (Mr. J. Digby) to the Board's above letter. (18 March, 1822).

Sir,

I have the honor to acknowledge the receipt of your letter under date the 22d January last calling upon me to explain the cause of the delay which has occurred in replying to the Board's Orders of the 14th April 1820. I beg leave to acquaint you for the information of the Board that the sum of Sicca Rupees 335, which was due to Government from Govindpersaud Roy on account of his failure in the payment of instalments for the year 1225 B.S. having been paid by him into my Treasury a draft for the above amount was transmitted to the Collector of Midnapore under date the 3d July 1820. Consequently my predecessor had not replied to it.

In answer to the 2d Paragraph I further beg leave to inform you that the arrears not being there stated in your letter I have transmitted a Roobuckarry to the Collector of Midnapore requesting him to transmit to me a statement of the amount of arrears due to Government for what years that I might be enabled to prepare the Lotbundy.†

93. Mr. Digby's letter to the Board of Revenue transmitting a statement of the property of Govindpersaud Roy proposed to be sold. With Enclosure. (8 May, 1822).

Sir,

I have the honor to acknowledge the receipt of your letter of the 3d. Instant and to transmit to you a statement in the English, Persian and Bengal Languages of the property of Govindpersaud Roy which I would recommend being sold at this Cutchery on Thursday the 13th June 1822 corresponding with the 32d. Jeyte next for the recovery of the arrears of Reve. due from him to Government for 1226 & 27 B.S. in the District of Midnapore.‡

* Board of Revenue, O.C. 22 January, 1822, No. 5.
† Board of Revenue, O.C. 17 May, 1822, No. 7.
‡ Board of Revenue, O.C. 17 May, 1822, No. 8.

Statement of the Lackeraje Lands of Govindpersaud Roy Proposed to be sold for the recovery of arrears of Revenue due from him to Government in the District of Midnapore for 1226 & 27 B.S.*

Lots	Names of villages in which the Lackeraje is situated	Names of Zemindaree Pergunnahs or other local Divisions	Names of Proprietors of Lackeraje Lands	Nature of Lackeraje Lands	Supposed quantity of Lackeraje Lands (B. C. C.)	Amount for which the lands are proposed for sale	Remarks
	Nangoorparrah	P. Boyrah	Govindpersaud Roy	Bermutter			The statement is made out from the papers received from the Collr. of Midnapore.
				Bhudrasun Bastoo lands 16 Biggas Share	8		
				70 coconut Trees share ... 35			
				100 Mangoe Do Do 50			
				8as share of a Tank Do of a Do.			
				18 Biggas as share of a Ditto ...	9		
				On the bank of the Tank 200 Palmyrah Trees share 100			
				700 cubits Brick walls share 350			
				8as share of a Pucka Built Buytuckannah House including 3 Rooms			

* Board of Revenue, O.C. 17 May, 1822 (No. 8.) Separate No. 1.

Lots	Names of villages in which the Lackeraje is situated	Names of Zemindaree Pergunnahs or other local Divisions	Names of Proprietors of Lackeraje Lands	Nature of Lackeraje Lands	Supposed quantity of Lackeraje Lands	Amount for which the lands are proposed for sale	Remarks
				8as share of a Durwajah House West side of the Durwajah			
				8as share of a Straw House			
				South side of the House			
				8as share of a Straw Buytuck-cannah House			
				East side of the House			
				8as share of a Straw Naut Mundir			
				East side of the Naut Mundir			
				8as share of a Pucka Built Durwajah House including 4 Rooms.			
				South side of the Durwajah			
				8as share of a Pucka Bhander Room.			
				South side of the Bhander Room			
				8as share of a Kitchen room			
				West side of the Bhandar Room			
				8as share of a Pucka Built House including 2 Rooms.			
				8as share of a upperroomed Pucka Built House consisting 6 Rooms			
				8as share of a straw House			
				8as share of a Pucka Broken Room			
				8as share of a straw kitchen Room			
				8as share of a Autchallah House			

Lots	Names of villages in which the Lackerage is situated	Names of Zemindaree Pergunnahs or other local Divisions	Names of Proprietors of Lackeraje lands	Nature of Lackeraje Lands	Supposed quantity of Lackeraje Lands			Amount for which the lands are proposed for sale	Remarks
					B.	C.	C.		
	Kishennogur	P. Jehanabad	Do	Bermutter Occupied by Luckhun Mullick Lands ...	8	...	...		
				Do by Sibram Neabagis Do ...	5	...	...		
				Do by Kishen Coond Do ...	1	...	...		
				Do by Rampersaud Do ...	3	...	...		
				Do by Bydenaut Kahar Do ...	2	...	...		
	Gopeenautpore	Do	Do	Bermutter Occupied by Bhurrut Bogdy Lands	1	...	...		
				Do by Chintamunny Day Do ...	...	12	...		
				Do by Rampersaud Sunnokar Do	...	8	...		
	Nawosur	Do. Bhoorshut	Do	Do by Radamohun Dhara Lands	9	...	...		
	Kittadul	P. Bhoorshut	Govindpersaud Roy	Bermutter Occupied by Rampersaud Begty Lands ...	6	...	...		
	Dhurrumpore	P. Jehanabad	Do	Do by Golaup Nubby Do ...	6	14	...		
	Coolgurreah	P. Chettooah	Do	Do by Nazir Mohamed Do ...	5	1	...		
				Do by Bucktar Do ...	3	7	...		
				Do by Shaik Rufferudden ...	7	...	...		

Lots	Names of villages in which the Lackerage is situated	Names of Zemindaree Pergunnahs or other local Divisions	Names of Proprietors of Lackeraje Lands	Nature of Lackeraje Lands	Supposed quantity of Lackeraje Lands			Amount for which the lands are proposed for sale	Remarks
					B.	C.	C.		
	Cotalpore	P. Chettooah	Govindpersaud Roy	Occupied by Greedhar Candle Do	1	18	...		
				Do by Bungsee Pattur Do ...	9	...	...		
				Do by Bharrut Dullye Do ...	2	18	...		
	Gopaulpore	Do	Do	Do by Roggonaut Myty Do ...	1	18	...		
				Do by Joogul Sanah Do ...	2	14	...		
	Baugunhurypore	Do	Do	Garden ... 29 Mangoe trees 16 Jack Do 2 Tamarind Do 11 Jhar Bumboos 2 Chalda Trees 1 Coconut Do	60	...	...		
	Saumat	Do	Do	Occupied by Mahadeb Samunt Lands ...	4	10	...		
				Do by Jankeram Putnaik Do ...	2	17	...		
				Sauntepatton ...	1	18	...		
				Unknown ...	...	18	...	670	

Burdwan 8th May 1822
Errors Excepted
(Sd) JOHN DIGBY Collr.

94. Letter from the Board of Revenue to the Collector of Burdwan re: balances due from Govindpersaud Roy. (17 May, 1822).

Sir,

With reference to your letters of the 18th March and 8th Instant, I am directed to acquaint you that the Collector of Midnapore has been directed to furnish you with a statement of the balances due from Govindpersaud Roy in addition to the one enclosed in your letter of the 8th for the whole of the amount due to the present date.*

95. Mr. Digby's letter to the Board of Revenue re: the sale of Govindpersaud Roy's lands. (28 September, 1822).

Sir,

Having been informed that the landed property of Govindpersaud Roy which was advertised for sale on 13th June according to the orders of the Board under date the 22 January last, appertains to the District of Hooghly; I deem it proper to bring this circumstance to the notice of the Board and beg the favor of your apprizing me of the resolution of the Board as to the propriety of my proceeding to the sale of the land in question or referring it to the Collector of Hooghly.†

96. Board's Reply to the above letter. (15 October, 1822).

Sir,

I am directed to acknowledge the receipt of your letter of the 28th Ultimo and to acquaint you that the sale should be conducted at the Cutcherry of the District in which the lands are situated; and application should accordingly be made to the Collector of Hooghly who should be requested to submit a statement of Rent free Lands be longing to Govindpersaud Roy for sale.‡

97. Letter from the Collector of Hooghly to the Board of Revenue informing of the payment made by Govindpersaud Roy. (6 May, 1825).

Sir,

I have the honor to inform you that Govind Persaud Roy son of Juggomohun Roy deceased, whose landed property was advertized for sale at this office on the 28th Ultimo for the recovery of the amount arrears of Revenue alluded to in the Lotbundee forwarded to the Board with my letter of the 15th March and approved on the 29th has paid the amount covered by decree Rupees 335 due to Government previous to the day of sale.

The necessary communication has been made to the Collector of Zillah Midnapore on the above subject.§

* Board of Revenue, O. C. 17 May, 1822, No. 9.
† Board of Revenue, O.C. 15 October, 1822, No. 17.
‡ Board of Revenue, O.C. 15 October, 1822, No. 18.
§ Board of Revenue, Procgs., 10 May, 1825, No. 25.

PART TWO

SELECTED RECORDS OF CASES AGAINST RAMMOHUN ROY IN THE SUPREME COURT OF JUDICATURE

98. Bill of Complaint of Govindpersaud Roy. (Filed 23 June, 1817.)

IN THE SUPREME COURT OF JUDICATURE AT FORT WILLIAM IN BENGAL

In Equity.

Govindpersaud Roy only son heir and legal personal representative of Juggomohun Roy Deceased......Complainant

And

Rammohun Roy ...... Defendant

To The Honorable Sir Edward Hyde East Knight Chief Justice and his Companions Justices of the same Court.

Humbly complaining sheweth unto your Lordships Your Orator Govindpersaud Roy of Calcutta Inhabitant an Hindoo only son heir and legal personal Representative of Juggomohun Roy an Hindoo deceased that Ramcaunt Roy the Grandfather of your Orator who was also an Hindoo and resided in his life time at Nangoorparrah Kissenagore in the Pergunnah of Bagrah in the district of Burdwan in the Province of Bengal had in his life time three Wives by the eldest of whom named Subboodarah Daby long since dead the said Ramcaunt Roy had no children but by his second Wife named Tarryney Dabey he had two sons namely Juggomohun Roy your Orator's said Father his eldest son, Rammohun Roy the Defendant hereinafter named who is an Inhabitant of Calcutta and a person therefore subject to the Jurisdiction of this Honorable Court, his second son And your Orator further sheweth that the said Ramcaunt Roy had by his third and youngest wife named Rammoney Dabey one son called Ramlochun Roy who was the third and youngest of his sons And your Orator further sheweth that the said Ramcaunt Roy was in his life time seized and possessed of a considerable Estate immoveable and moveable or real and personal and that on or about the Nineteenth day of Augrun in the Bengal year twelve hundred and three answering to the first day of December in the year of Christ One thousand seven hundred and Ninety six the said Ramcaunt Roy did by a certain Instrument in writing in the Bengal Language and character a true translation of which is hereunto annexed marked with the Letter A divide and allot among his three sons the said Juggomohun

The records of this case are preserved in the Old Records Dept. of the Calcutta High Court (Original Side). Case (Old Equity).

Roy, Ram mohun Roy and Ramlochun Roy a certain part of his immoveable or real estate as mentioned in the said Instrument in writing and of which shares so respectively allotted the said Joggomohun Roy, Rammohun Roy and Ramlochun Roy respectively took possession under and by virtue of the said Instrument of Partition And your Orator further sheweth that the said Ramlochun Roy separated himself from the said family and went and lived apart and divided from the said family but that the said Ramcaunt Roy and his said two sons the said Juggomohun Roy and Rammohun Roy immediately or shortly after the said Partition re-united and lived together as an Hindoo family, and became again and were joint and undivided in food property and in all other respects until the death of the said Ramcaunt Roy which happened on or about the month of Joystee in the Bengal year twelve hundred and ten answering to the months of May and June in the year of Christ One thousand eight hundred and three and that the said Juggomohun Roy and Rammohun Roy continued to live together and to form an undivided Hindoo family from the death of the said Ramcaunt Roy until the death of the said Juggomohun Roy which happened in or about the month of Chaite in the Bengal year twelve hundred and eighteen answering to parts of the months of March and April in the year of Christ One thousand eight hundred and twelve the said Juggomohun Roy leaving him surviving your Orator his only son heir and legal personal Representative and as such according to the Laws Usages and Customs of the Hindoos entitled to the whole of his Estate immoveable and moveable or real and personal And your Orator further sheweth that after the making of the Partition and allotment hereinbefore mentioned the said Ramcaunt Roy purchased with the joint monies and funds of himself and the said Juggomohun Roy and Rammohun Roy but in the name of a confidential servant named Gungadhur Ghose but for the joint benefit of himself and the said Juggomohun Roy and Rammohun Roy a certain Talook called or known by the name of Govindpore situate and being in the Pergunnah of Jahanbad in the Zillah of Burdwan aforesaid and in the name of his nephew one Ramtonoo Roy but also with the said joint monies and for the joint benefit of himself and the said Juggomohun Roy and Rammohun Roy a certain other Talook called or known by the name of Rammesserpore situate and being in the Pergunnah of Chunderconnah in the same Zillah And your Orator further sheweth that having so purchased the said two several Talooks at a public Sale of Government sold for arrears of Revenue in the names of the said Gungadhur Ghose and Ramtonoo Roy he caused the same Gungadhur Ghose and Ramtonoo Roy to

execute Bills of Sale thereof to the said Rammohun Roy but in trust for and for the joint benefit of himself the said Ramcaunt Roy and the said Juggomohun Roy and Rammohun Roy jointly and also caused the said two several Talooks to be transferred in the Books of the said Collector into the name of the said Rammohun Roy And your Orator further sheweth that the said Ramcaunt Roy having purchased in manner hereinbefore mentioned the said two several Talooks called Govindpore and Rammesserpore he the said Ramcaunt Roy caused Bills of Sale thereof to be executed by the said Rammohun Roy to one Rajiblochun Roy and that the said two several Talooks were transferred in the Books of the Collector of Burdwan into the name of the said Rajiblochun Roy the said two several last mentioned conveyances and transfers were successively made by the directions of the said Ramcaunt Roy and in trust for himself and the said Juggomohun Roy and Rammohun Roy as aforesaid And your Orator further sheweth that the said two several Talooks called Govindpore and Rammesserpore were and continued to be joint Property of the said Ramcaunt Roy and the said Juggomohun Roy and Rammohun Roy from the time of the purchase thereof at the Government Sale as aforesaid until and at the time of the death of the said Ramcaunt Roy which happened as aforesaid the said Ramcaunt Roy leaving him surviving two widows named Tarreney Daby and Rammoney Daby who are still alive but are not Inhabitants nor is either of them an Inhabitant of Calcutta or in any manner subject to the Jurisdiction of this Honourable Court, × × × the said Juggomohun Roy your Orator's said father the said Rammohun Roy and the said Ramlochun Roy but that the said Ramlochun Roy never having re-united with the said family was not entitled to any part of the said joint Estate but that the said Juggomohun Roy and Rammohun Roy became and were at the death of the said Ramcaunt Roy entitled to the whole of the Estate immoveable and moveable or real and personal of which the said Ramcaunt Roy was so jointly with them seized and possessed of or entitled to at the time of his death as aforesaid including the said two several Talooks of Govindpore and Rammesserpore then held in the name of the said Rajiblochun Roy in trust as aforesaid And your Orator further sheweth that the said Ramlochun Roy the third and youngest son of the said Ramcaunt Roy died in or about the month of Pous in the Bengal year twelve hundred and sixteen answering to parts of the months of December in the year of Christ one thousand eight hundred and nine and of January in the year of Christ one thousand eight hundred and ten the said Ramlochun Roy leaving him surviving a widow named Lobunggoluttah Daby and one

son only named Hurgovind Roy his sole heir and legal personal Representative and that the said Hurgovind Roy died in or about the month of Bhader in the Bengal year twelve hundred and twenty one answering to parts of the month of August and September in the year of Christ one thousand eight hundred and fourteen leaving no issue him surviving but leaving a widow named Hursoondary Dabey and his said mother named Lubbungoluttah Daby and that the said Hursoondury Daby and Lubbungoluttah Dabey are not Inhabitants nor is either of them an Inhabitant of Calcutta or in any manner subject to the Jurisdiction of this Honourable Court And your Orator further sheweth that upon the death of the said Ramcaunt Roy the said Juggomohun Roy and Rammohun Roy became and were jointly of the whole of the said Estate immoveable or real and moveable or personal the said immoveable or real Estate comprising amongt other particulars the said Talooks of Govindpore and Rammesserpore the said two Talooks yielding together after payment of the Revenue to Government an annual income or Profit to the Zemindar of fifteen thousand Rupees or thereabouts And your Orator further sheweth that shortly after the death of the said Ramcaunt Roy the said Juggomohun Roy and Rammohun Roy caused the said two several Talooks to be transferred in the Books of the said Collector into the name of one Groo Doss Muckerjee a grandson by a Daughter of the said Ramcaunt Roy in trust for the joint use and benefit of the said Juggomohun Roy and Rammohun Roy And your Orator further sheweth that the said Ramcaunt Roy had lent out of the said joint funds large sums of money to different persons which remained due and owing at the time of his death and that the said Rammohun Roy after the death of the said Ramcaunt Roy recovered and got in several of such debts and that in particular the said Rammohun Roy received payment from the Honorable Andrew Ramsay commercial Resident at Jungipore of a debt due by the said Andrew Ramsay for monies which had been lent and advanced to him by the said Ramcaunt Roy out of the said joint funds amounting to Sicca Rupees eleven thousand besides Interest and also of another debt in like manner due by Thomas Woodforde formerly acting Collector of Dacca amounting to Sicca Rupees six thousand besides Interest And your Orator further sheweth that after the death of the said Ramcaunt Roy the said Juggomohun Roy and Rammohun Roy purchased out of their joint funds the Lands and Talooks hereinafter mentioned (that is to say) a certain Putteney Talook called Kissenagore situate in Pergunnah Jahanabad in the Zillah of Burdwan aforesaid purchased in the name of the said Rajiblochun Roy but in

trust for the said Juggomohun Roy and Rammohun Roy which said last mentioned talook is of the value of Sicca Rupees forty thousand or thereabouts; a certain other Putteney Talook called Beerloak situate in Pergunnah Jahanabad and Zillah of Burdwan aforesaid which was also purchased in the name of the said Rajiblochun Roy in trust for the said Juggomohun Roy and Rammohun Roy and which said last mentioned Talook is of the value of Sicca Rupees sixty thousand or thereabouts; a certain other Putteney Talook called Nangulparrah situate in the Pergunnah of Boyrah in the zillah of Burdwan aforesaid which was purchased in the name of the said Ramlochun Roy the third son of the said Ramcaunt Roy in trust for the said Juggomohun Roy and Rammohun Roy And your Orator further sheweth that the said Juggomohun Roy and Rammohun Roy laid out considerable sums of money belonging to the said joint funds in the making a certain piece of ground into a garden which belonged to the said joint Estate consisting of sixteen Biggahs of ground or thereabouts situate at Raghunathpore in Pergunnah Jahanabad in the Zillah of Burdwan aforesaid and in the constructing a certain House thereon and which said House and Garden are now of the value of Sicca Rupees nine thousand or thereabouts And your Orator further sheweth that the said Juggomohun Roy and Rammohun Roy also purchased several pieces or parcels of Rent free or Bremutter Ground situate at Kissenagore and in the Pergunnah Jahanabad in the Zillah of Burdwan aforesaid containing about three hundred Biggahs and of the value of Sicca Rupees six thousand or thereabouts together with a certain other Putteney Talook called Serampore in Pergunnah Boorsut in the Zillah of Burdwan aforesaid of the value of Sicca Rupees five thousand or thereabouts And your Oratar further sheweth that the said Juggomohun Roy and Rammohun Roy were in the life time of the said Juggomohun Roy seized and possessed to them and their Heirs for ever as Tenants in common according to the Laws and Usages of the Hindoos as well of and in the said several Lands and Talooks and Premises which had been so purchased by them out of their joint funds as aforesaid as of and in the said two several Talooks called Govindpore and Rammesserpore in the Zillah of Burdwan aforesaid which had been so purchased in the life time of the said Ramcaunt Roy as aforesaid And your Orator further sheweth that the said Juggomohun Roy and Rammohun Roy by the Profits of the said Talooks and otherwise greatly encreased their joint personal Estate and that the same at the death of the said Juggomohun Roy which happened as aforesaid amounted to five lacks of Sicca Rupees or some other very great amount including the sum of

Sicca Rupees eighty thousand in ready money of all which personal Estate consisting of ready money as aforesaid, Public Securities of the Government of Bengal Securities of Individuals Jewels, Gold and silver ornaments and Plate, household furniture and other effects the said Rammohun Roy possessed himself as well as of all and singular the said joint immoveable or real Estate in trust for himself and your Orator who was then an Infant of the age of fifteen years or thereabouts and the said Rammohun Roy also possessed himself and has since kept and is still in possession of all the Pottahs title deeds muniments, Books Accounts and Papers belonging to the said Estate immoveable or real and moveable or personal And your Orator further sheweth that the said Rammohun Roy shortly after the death of the said Juggomohun Roy purchased with the joint funds of your Orator and the said Rammohun Roy and for their joint use and benefit a certain Upperroomed House and Ground thereunto belonging situate at Chowringhee in the Town of Calcutta of the value of Sicca Rupees twenty thousand or thereabouts and also an Upperroomed Garden House situate at Simlah in the Town of Calcutta of the value of Sicca Rupees thirteen thousand or thereabouts And your Orator further Sheweth that after the death of the said Juggomohun Roy your Orator continued to live with the said Rammohun Roy as an undivided Hindoo family at the family House at Nangulparrah in the zillah of Burdwan aforesaid until the sixteenth day of Maug in the Bengalee year twelve hundred and twenty three answering to parts of the months of January and February in the year of Christ one thousand eight hundred and seventeen And your Orator further sheweth that at or about the time last aforesaid your Orator discovered that the said Rammohun Roy was seeking to injure and defraud your Orator and to deprive him of his joint rights to his one moiety or half of the said joint Estate and that with that view the said Rammohun Roy had applied to and obtained from the said Groo Doss Muckerjee a Bill of Sale or Conveyance of the said Talooks of Govindpore and Rammesserpore and had got the same transferred into his own name in the Books of the said Collector of Zillah Burdwan And your Orator further sheweth that having discovered that the said Rammohun Roy was also seeking to defraud your Orator of his share of the said joint personal Estate your Orator applied to the said Rammohun Roy to come to a Partition with your Orator of the said joint immoveable or real Estate and also to come to an account with your Orator touching the said joint moveable or personal Estate and to pay to your Orator whatever upon such account being taken shall be found justly due and owing from him to your Orator in

respect thereof with which reasonable applications your Orator well hoped that the said Rammohun Roy would have complied as in Justice and Equity he ought to have done. But now so it is may it please your Lordships that the said Rammohun Roy combining and confederating himself to and with divers other persons to your Orator unknown whose names when discovered your Orator prays may be inserted in this his Bill of Complaint with apt words to charge them as Parties thereto and contriving how to enjure and oppress your Orator in the premises positively refuses to comply with such your Orators reasonable applications all which Actings and Doings of the said Rammohun Roy and his confederates are contrary to equity and good Conscience and tend to the manifest Injury and Oppression of your Orator in the premises In tender consideration whereof and for as such as your Orator is remediless in the premises save in a Court of Equity where matters of this kind are most properly cognizable and relievable To the end therefore that the said Rammohun Roy and his confederates when discovered may upon their corporal Oaths full true and perfect answer make to all and singular the premises and that as fully and particularly as if the same were here again repeated and they interrogated thereto and that the said Rammohun Roy may answer and set forth whether all and singular the matters and things hereinbefore stated and charged are not true as they are hereinbefore stated and charged and if not in what respects or particulars they or any of them vary or differ from the truth and that the said Rammohun Roy may set forth a full true and particular account and description of the said real Estate and of the value thereof and of every particular thereof and also a full true and particular account of the said personal Estate, as the same was at the time of the death of the said Juggomohun Roy, and as the same now is, and of what hath come to the hands possession or Power of the said Rammohun Roy or of any other person or persons to his use and that your Orator may be declared entitled to one full and equal moiety or half of the said joint Estate immoveable or real and moveable or personal and that the said Rammohun Roy may be decreed to execute a Partition with your Orator of the said joint immoveable or real Estate and to an account with him touching the said joint personal Estate and the rents and Profits of the said joint immoveable or real Estate come to his hands, Possession or Power or to the hands Possession or power of any other person or persons to his use and to pay to your Orator whatever upon such account being taken shall be found due and owing from the said Rammohun Roy to your Orator your Orator hereby offering to pay to the said Rammohun Roy

whatever sums of money (if any) shall upon such account being taken be found due and owing from your Orator to the said Rammohun Roy and that one or more Commission or Commissions of Partition may issue out of and under the seal of this Honourable Court for the purpose of making such Partition of the said immoveable or real Estate as aforesaid and that one full and equal moiety or half part thereof may be allotted to your Orator to be held by him and his heirs in severalty And that all proper parties may be decreed to join in making a good title to each other the shares of the said Estate to be allotted under the said Commission of Partition as aforesaid And that all Pottahs, title deeds muniments, Books accounts and Papers relating to the said Estate immoveable or real and moveable or personal may be brought in and deposited for safe custody with the proper officer of this Honourable Court And that your Orator may have such further and other Relief in the Premises as shall be agreeable to Equity and good conscience and to your Lordships shall seem meet. May it please your Lordships the premises considered to grant unto your Orator his Majesty's Most Gracious Writ or Writs of Subpena to be directed to the said Rammohun Roy and the rest of his confederates when discovered thereby commanding them and every of them at a certain day and under a certain pain therein to be limited personally to be and appear before your Lordships in this Honourable Court and then and there to answer all and singular the Premises aforesaid and to stand to perform and abide such Order direction and Decree therein as to your Lordships shall seem meet.

And your Orator shall ever pray.

(Sd.) R. Cutlar Fergusson.

Wm. Scott
Complainants Attorney.

Sri Sri Ram
Year 1203

Schedule A Referred to in the annexed Bill

Seal affixed on the acknowledgment of
Ramcaunt Roy



ALLOTMENT DEED

Sri Juggomohun Roy's Share.

Mouza Nangoorpara
Dwelling and Ber house, Hall,
bounded by four Boundaries,
together with Trees &ca.
and the Tank towards the private
Door and the new Tank together
with its Banks and four Boundaries
Of all these one moiety .... 1 one Item
Mouza Crishnnogor, to the
south of Chhoto Ghola, Paddy
Lands .... 8 Eight Biggahs
Badul Coorya Paddy Lands .... 5 Five Biggahs
Ber House together with four
Boundaries with Trees &ca.
the whole about .... 3 three Biggahs
Chhoto Ghola Tank .... 1 one
Pergunnah Chetooa.
Habibpore Ber together with four
Boundaries the whole according
to the Sunnud .... 30 Thirty Biggahs
In the above Pergunnah
Mauza Gopalpoor and others
whatever self acquired
Brehmutter Lands there are belonging
to me in those Mauzas .... 1 One Item

In Mauza Gopinathpore,
under a Bill of Sale, Danga
with Boundaries, Trees &ca. ....2 Two Biggahs
At Nij Cusba Gobindpoor
in Pergunnah Chundercona Lodging
House about ....1 One Biggah
One Danga Calamatie
in Mauza Khanpoor with
Boundaries ....3 three Biggahs
Pergunnah Chetooa
Entire Talook Hooreerampoor
according to the Allotment Papers ....1 One
No body else has Right to this Talook,
you will pay the Sudder and Revenue and
enjoy and possess the Talook

11 Eleven Items
Eleven Items

I Sri Juggomohun Roy write—

You have allotted dwelling houses and so forth and the entire Talook Horirampore in Chetooa Pergana unto me. I will enjoy and possess the dwelling Houses and so forth and the Talook the whole according to the Particulars on this sheet. Should I ever prefer a claim to any of the Items specified, against any Body, or should any one prefer a claim, it is false. Year 1203. Twelve hundred and three, Date 19th nineteenth Ugraun.

Sri Rammohun Roy's Share.

Mauza Nangoorpara
Dwelling and Ber House, Hall
bounded by four Boundaries
together with Trees &ca. and
the Tank towards the private Door
and the new Tank with its Banks four
Boundaries
Of all these One moiety ....1 One Item
Gohalbatee's Ber
with trees &ca. and Hales bounded
by four Boundaries ....8 Eight Biggahs
In Mouza Crishnnogur
Soorjdas Roy's Ber Paddy Lands ....9 nine Biggahs

Paddy Lands at Catholyarcoond ....3 three Biggahs
Poorun Chuck in Pergunnah
Chundercona ....70 Seventy Biggahs
My own share of the paternal Ber
in Mauza Kettyadul ....1 One Item
House with a pond bounded by
four Boundaries purchased of
Ramcrishna Set and others at
Jorasanco in Mauza Calcutta ....1 One Item
My own share of the paternal Tank
at Gopinathpoor ....1 One Item

Eight Items

I Sri Rammohun Roy write—

I take the dwelling House and so forth which you have allotted to me according to the particulars on this sheet I will enjoy and possess according to this Allottment Should I ever prefer any claim to any of the Items specified, against any Body, or if any one prefer it, it is false. Year 1203 Date 19th Ugraun.

Sri Ramlochun Roy's Share.

My own share of the paternal
House with its Hall at Mauza
Radanagor in Pergunna
Jahanabad ....1 One Item
My own share of the paternal Ghalbatce ....1 One Item
My own share of the paternal Trees &ca.
and Bamboos and so forth whatever there
is at Radhanagor ....1 One Item
My share of the paternal large Tank
and the Tank towards the private
Door and the Sudder Tank ....1 One Item
My own Self acquired Paddy
Lands under a sunnud ....8 Eight Biggahs
In Mauza Crishnnogor under a
Bill of Sale to the north of Poratya ....9 nine Biggahs
Formerly belonging to Crishnajeebun Roy
to the South East of Poratya ....3 three Biggahs
Formerly belonging to Horecrishna Roy ....3 three Biggahs
In Mauza Crishnbutty Garden with a
Pond and Trees &ca
four Boundaries according to Possession ....7 seven Biggahs

Paddy lands to the East of that Garden ....5 five Biggahs
Danga with Trees &ca and Holes &
Bamboos according to four boundaries
under a Bill of Sale from Rushbehary Sircar ....3 three Beghas
Haldarya Tank ....1 One
In Mauza Gopinathpoor Paddy
lands paternal —2-10.
Purchased of Bejoyram Dutt .... 1. 10-4 four Biggahs
Under a Bill of sale in Mauza
Amdharya in Pergunnah Chundercona ....16 sixteen Biggahs
Mauza Cascaolee &ca .... 10 Biggahs
Mauza Jhaloor .... 4½ Four Biggahs and a half
Mauza Agur ....4 four Biggahs
In Pergunnah Bhoorshut
My own share of paternal Cabilpoor ......1½ one Biggah and a half
Joyrum Chuck ....1.3: Twenty three cottas
Mauza Khoyra ....10 Ten Biggahs
Perg.
Mauza Shampoor ....2 Two Biggahs
My own share of the paternal
Berbaree in Mauza Baleegoree about...1.10: one Biggah and a half

22 Twenty two Items
Twenty two Items

I Sri Ramlochun Roy write—

I take the dwelling house and so forth which you have allotted to me according to the Particulars on this sheet. I will enjoy and possess according to this Allotment. Should I ever prefer claim to any of the Items specified against any Body, or if any one prefer it, it is false. Year 1203 Date 19th Ugraun.

[Ramcaunt Roy's declaration]

You three will enjoy and possess the dwelling houses and Tanks and Ber Gardens and so forth according to the Shares which I have defined and allotted to you three. The wearing apparel, Goods and Effects, Ornaments and so forth which I have given severally to individuals are become theirs. I have not given any cash to either of you three. Whatever goods and effects, Ornaments and so forth I may give hereafter to individuals severally, shall become theirs, for which there shall be no mutual claims among you three one and against the other A small part of my self acquired Property and the Burdwan

lodging House remain my own exclusive of the shares I have given to you three. You have no concern with my debts and Dues extant contracted before this and what shall be so hereafter and with what I may earn from this day. I will give the same to whomsoever I please. I have no concern with what you may earn. My own share of the Worship of Ishwar which devolved from my father remains yours three Persons in equal shares. All the Idols and Worship connected with the Worship which I have established myself, remain mine, you have no concern therewith. Juggomohun Roy and Rammohun Roy! the lands given by your maternal grandfather are become the property of you two—The lands given by Ramlochun Roy's maternal Grandfather are become Ramlochun Roy's—I give the Lands and Talocks, whereof Bills of Sale have been obtained by the Daughter of the late Bhuttacharjee in the names of her own sons Juggomohun Roy &ca. to her. I give to the Daughter of the late Ramshunker Roy the Lands which she has purchased should a claim be ever preferred for the same one against another it is false. I give the entire Talook Hurirampoor in Chetcoa Perguna to Juggomohun Roy, with this Talook Rammohun Roy and Ramlochun Roy have no concern.—Year 1203 Twelve hundred and three Date 19th Ugran.

Witness :

Sri Ramgopal Debsurmu
In : Crishnnogor
Sri Rampersad Coobiraj
In Radhanagor
Sri Ramanund Surma
In Crishnogor
Sri Shibram Debsurma
In Crishnnogor
Sri Crishnanund Surma
In Crishnnogor
Sri Sudanund Debsurma
In Crishnnogor
Sri Hiraram Chuttopadhya
In Byenan
Perg. Mundleghaut.

99. Replication of the Complainant, Govindpersaud Roy. (Filed 19 November, 1817).

The Replication of the Complainant abovenamed to the Answer of the Defendant abovenamed

This Replicant saving and reserving to himself all and all manner of advantage and Exception to the manifold Errors and insufficiencies in the answer of the said Defendant for replication thereunto Saith that he will aver and prove his said Bill to be true certain and sufficient in the Law to be answered unto and that the said answer of the Defendant is untrue uncertain and insufficient to be replied unto by this Repliant without that, that any other matter or thing whatever in the said answer of the said Defendant contained material or effectual in the Law to be replied unto and herein not replied unto confessed and avoided traversed or denied is true all which matters and things This repliant is ready and willing to aver maintain and prove as this Honorable Court shall direct and Humbly prays as in and by his said Bill he hath already prayed.

Wm. Scott
Complainants Atty.

(Sd.) R. Cutlar Fergusson

100. Rejoinder of the Defendant, Rammohun Roy. (Filed 1 December, 1817.)

The Rejoinder of Rammohun Roy the Defendant adovenamed to the Replication of the Complainant.

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception to the uncertainty and insufficiency of the said Replication Saith that the answer of this Defendant is certain true and sufficient in the Law to be replied unto and he also saith as in and by his said answer he has already said and doth and will aver and maintain all and every thing and things therein contained to be true and certain in such manner and form as he hath therein alleged and expressed.

(Sd.) H. Compton

B. Turner
Defendants Attorney

101. Interrogatories-in-chief on the part and behalf of Govindpersaud Roy. (Filed 27 January, 1818.)

Interrogatories to be administered to Witnesses to be produced sworn and examined in a certain Cause now depending and at issue in this Honourable Court wherein Govindpersaud Roy only son heir and legal personal Representative of Juggomohun Roy deceased is the Complainant and Rammohun Roy is the Defendant on the part and behalf of the Complainant (as follows.)

First Interrogatory...... Do you know the Parties Complainant and Defendant in the title of these Interrogatories named or either and which of them and how long have you known them respectively and did you know in their respective lifetimes Ramcaunt Roy who was the father of the said Defendant and the Grandfather of the said Complainant and Juggomohun Roy and Ramlochun Roy who were the sons of the said Ramcaunt Roy and which said Juggomohun Roy was the father of the said Complainant, or any or either and which of these persons, and how long did you know them before their respective deaths, and when did they respectively die as you know or have heard and for any and what reason believe? Declare &ca.

Second Interrogatory...... Had and have you any means or opportunities of knowing and being acquainted and were and are you well and how otherwise acquainted with the affairs and concerns of the said family as well during the lifetime of the said Ramcaunt Roy as since his death If yea state what were and are your means and opportunities of being acquainted with the affairs and concerns of the said family fully and at large?

Third Interrogatory...... Did the said Ramcaunt Roy and his said three sons at any and what time live together and form an undivided Hindoo family. If yea do you know or remember any and what Partition which was at any time and when made by the said Ramcaunt Roy in his lifetime of any and what Lands houses and Talooks or other and what immoveable or real Estate between and among his said three sons the said Juggomohun Roy Ramlochun Roy and the said Defendant? Declare the truth touching the matters enquired after by this Interrogatory with the means of your knowledge or the reasons for your belief fully and at large?

Fourth Interrogatory...... Do you know whether after such Partition as is enquired into by the next preceding Interrogatory the said

Ramcaunt Roy and his said three sons or any or either and which of them remained for any and what time divided and separate from each other and whether any and which of them after such Partition and Separation and when reunited and again lived together and became an undivided Hindoo family and how long they continued so to live together and form an undivided Hindoo family and whether any or either and which of the said Parties still continued to live and be separate and apart and divided from the others notwithstanding such reunion? Declare the truth touching the matters enquired after by this Interrogatory with the means of your knowledge or the reasons for your belief fully and at large?

Fifth Interrogatory...... Do you know a certain Talook called Govindpore situate in the pergunnah of Jahanabad in the zillah of Burdwan and province of Bengal and a certain other Talook called Rammesserpore situate in the Pergunnah of Chunderconnah in the same Zillah and Province and do you know of the said Talooks or either and which of them having been at any and what time purchased and at what sales or sale in the life time of the said Ramcaunt Roy? If yea by whom were the same or either and which of them purchased and out of whose or what monies or funds was the Purchase money thereof paid and on whose account were or was such Purchases or Purchase made? Declare the truth touching the matters enquired after by this Interrogatory with the means of your knowledge or the reasons for your belief fully and at large?

Sixth Interrogatory...... Do you know in whose names or name the said Purchases of the said Talooks called Govindpore and Rammesserpore or either or which of them were or was made and for what Cause or reason the same were or was purchased in such names or name were any and what transfers or conveyances thereof at any and what times or time afterwards made and by and to whom and by whose orders or order directions or direction were or was the same so transferred or conveyed? Declare the truth touching the matters enquired after by this Interrogatory with the means of your knowledge or the reasons for your belief fully and at large?

Seventh Interrogatory...... Who became or were or was possessed of the said Talooks called Govindpore and Rammesserpore or either and which of them after the death of the said Ramcaunt Roy, and who continued in the possession thereof during the life time and until the time of the death of the said Juggomohun Roy Did you ever and when see the said Defendant or the said Juggomohun Roy at the said Talooks or either and which of them and did you ever and when see the said Juggomohun

Roy or the said Defendant and which of them give any and what directions to or hold any and what communications with the Gomastahs or Servants of the said Talooks or either and which of them or exercise any and what acts of ownership in respect of the same and upon what occasions or occasion? Declare the truth touching the matters enquired after by this Interrogatory with the means of your knowledge or the reasons for your belief fully and at large?

Eighth Interrogatory...... What was the amount of the annual Revenue or Profit to the Zemindar of the said Talooks of Govindpore and Rammesserpore respectively, at the time of the death of the said Ramcaunt Roy, and what is the amount thereof and who has received the same from the death of the said Ramcaunt Roy until the death of the said Juggomohun Roy and from the death of the said Juggomohun Roy until the present time and for whom and on whose account has the said Revenue or Profit been received during the said respective periods and each or any and which of them or any and what part thereof? Declare the truth touching the matters enquired after by this Interrogatory with the means of your knowledge or the reasons for your belief fully and at large?

Ninth Interrogatory...... Do you know of any and what sums or sum of money which were or was lent by the said Ramcaunt Roy in his life time to any and what persons or person and in particular whether any or what sums or sum of money were or was so lent and at what times or time to any and what English Gentlemen and whom by name by the said Ramcaunt Roy and out of whose or what monies or funds such Loans or Loan were or was made and whether since the death of the said Ramcaunt Roy such sums or sum of money which had been so lent or any and what part thereof or of the Interest due thereon have or has been paid to or received by any and what person or persons— Declare the truth touching the matters enquired after by this Interrogatory with the means of your knowledge or the reasons for your belief fully and at large?

Tenth Interrogatory...... Do you know whether the said Juggomohun Roy and the said Defendant or either and which of them were or was ever and when in the service of any or either and which of the English Gentlemen enquired after by the next preceding Interrogatory? If yea were they or was either and which of them placed in such service by any and what person and were or was such sums or sum of money enquired after by the next preceding Interrogatory lent or advanced before or after the said Juggomohun Roy and the said Defendant or either and which of them entered into such service? Declare the truth

touching the matters enquired after by this Interrogatory with the means of your knowledge or the reasons for your belief fully and at large?

Eleventh Interrogatory...... Do you know a certain Talook or Putteney Talook called Kissenagore situate in the Pergunnah of Jahanabad in the Zillah of Burdwan and a certain other Talook or Putteney Talook called Berloak situate in the same Pergunnah and Zillah and a certain other Talook or Putteney Talook called Nangulparah situate in the Pergunnah of Beyrah in the same Zillah and a certain other Talook or Putteney Talook called Serampore in the Pergunnah of Boorsut in the same Zillah or either and which of them? If yea, do you know whether the same have at any and what times or time since the death of the said Ramcaunt Roy or at any other and what times or time been purchased by any and what persons or person and out of whose or what monies or funds the purchase money thereof has been paid and whether such monies or funds belonged to any and what Estate joint or separate and what are the respective values of the said Talooks in this Interrogatory mentioned and the annual Profits thereof respectively to the Zemindar and who has received such Profits since the purchase thereof and are or is now in the receipt thereof respectively? Declare the truth touching the matters enquired after by this Interrogatory with the means of your knowledge or the reasons for your belief fully and at large.

Twelfth Interrogatory...... Do you know of any and what sums of money which were laid out and expended during the life time of the said Juggomohun Roy or at any other and what time in making into a Garden certain Ground situate at Rogonautpore in the Pergunnah of Jahanabad and Zillah of Burdwan and in constructing a certain house thereon? If yea out of whose or what monies or funds were such sums paid, and did such monies belong to any and what Estate joint or separate of any and what persons or person Declare the truth touching the matters enquired after by this Interrogatory with the means of your knowledge or the reasons for your belief fully and at large?

Thirteenth Interrogatory...... Do you know whether any and what Purchases of Lands houses or Premises were at any and what times or time made by the said Juggomohun Roy and the said Defendant in the life time of the said Juggomohun Roy or by the said Defendant since the death of the said Juggomohun Roy? If yea state and describe the same together with the situation Extent and value thereof and on whose account or for whose benefit and out of whose or what monies or funds joint or separate the purchase monies or money of such Houses Lands and Premises and each and every or any and which of them were or was paid? Declare the truth touching the matters enquired after by

this Interrogatory with the means of your knowledge or the reasons for your belief fully and at large.

Fourteenth Interrogatory...... Did the said Juggomohun Roy and the said Defendant during the life time of the said Juggomohun Roy live together and form an undivided Hindoo family or were they, in any and what degree separate and divided from each other? Was Tarreney Daby the mother of the said Juggomohun Roy and the said Defendant maintained and supported by them jointly or otherwise and how otherwise and were the religious ceremonies performed by them jointly or separately or at their joint or separate Expence and out of whose and what monies or funds joint or separate has the said Tarreney Daby been maintained and the Expence of the said religious ceremonies defrayed as well during the life time as since the death of the said Juggomohun Roy. Declare &ca.

Fifteenth Interrogatory...... Do you know what was the age of the said Complainant at the time of the death of his father the said Juggomohun Roy and how do you know the same? Who at the death of the said Juggomohun Roy possessed themselves or himself of the Estate immoveable and moveable which belonged to the said Juggomohun Roy or in which he was interested in his life time and of what did the same consist and what was the value of the said Estate immoveable and moveable and on whose account or for whose benefit joint or separate did such persons or person so possess themselves or himself of the same? Declare the truth touching the matters enquired after by this Interrogatory with the means of your knowledge or the reasons for your belief fully and at large.

Sixteenth Interrogatory...... Did the said Complainant and Defendant for any and what time after the death of the said Juggomohun Roy live together and form an undivided Hindoo family or did they live separate apart and divided from each other· Has the said Defendant at any and what time since the death of the said Juggomohun Roy quitted his usual place of Residence and gone to reside at any other and what place and for what cause or reason has he so done? Declare the truth touching the matters enquired after by this Interrogatory with the means of your knowledge or the reasons for your belief fully and at large.

Seventeenth Interrogatory...... Were the Deeds or writings now produced and shown to you at this the time of your Examination marked respectively with the Letters   or any or either and which of them signed sealed and delivered in your presence and by whom? Were you a Witness to the signing sealing and delivery of such

deed or deeds writing or writings Is your name subscribed as a witness to the same of your own proper handwriting or not? Are you acquainted with the character and manner of handwriting of the other subscribing witness or witnesses to the said Deeds or Writings or any and which of them and have you seen him or them write? If yea Do you believe his or other name or names subscribed thereto to be of his or their proper handwriting and are or is any or either and which of them living or dead? Declare all that you know or verily believe concerning the same.

Eighteenth Interrogatory...... Is or are any or either and which of the paper writings now produced and shown to you at this the time of your Examination marked respectively with the Letters a true copy or copies of any and what Record or Records Decree or Decrees or any other and what proceedings in any and what Court or Courts? and did you or did you not examine the said Copy or Copies or any and which of them with and what original paper or papers Book or Books entry or entries; and with whom and when did you Examine the same, and where is or are such original Record or Records Decree or Decrees or other proceedings now remaining as you know or believe? Declare.

Nineteenth Interrogatory...... Look upon the several paper writings now produced and shown to you at this the time of your Examination marked respectively with the Letters are you or not acquainted with the character and manner of handwriting of the person or persons who wrote the said produced paper writings or either and which of them or whose name or names are set or subscribed thereto? and if yea; have you or not seen such person or persons or which of them write or how came you acquainted therewith and of whose handwriting is or are the said produced paper writings or either and which of them or the name or names set and subscribed thereto as to your knowledge and belief? Declare.

Twentieth Interrogatory...... Look at the paper writings or writing now produced and shown to you at this the time of your Examination marked with the Letters respectively and purporting to be notices or a notice to produce certain Papers therein mentioned before the Examiner of this Honourable Court—Did you at any and what times or time and where deliver true Copies or a Copy of such Writings or Writing notices or notice to any and what person or persons? and did you compare the same with the said Writings or Writing notices or notice now produced and shown to you? Declare.

Last Interrogatory...... Do you know of any other matter or thing which may in any way tend to the benefit or advantage of the said Complainant in this Cause; if yea, set forth the same fully and at large as if you had been thereunto particularly interrogated.

(Sd.) R. Cutlar Fergusson.

Wm. Scott
Complts. Atty.

Bacharam Sain was produced and duly sworn to these Interrogatories this 12th day of February 1818.

(Sd.) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

Kistomohun Dharah was produced and duly sworn to these Interrogatories this 12th day of February 1818.

(Sd.) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

Oboychurn Dutt was produced and duly sworn to these Interrogatories this 9th day of July, 1818.

(Sd.) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

Kissenpersaud Pundit was produced and duly sworn to these Interrogatories this 9th day of July 1818.

(Sd.) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

Radakistno Bonerjee was produced and duly sworn to these Interrogatories this 9th day of July 1818.

(Sd.) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

Ramchunder Bonerjee was produced and duly sworn to these Interrogatories this 9th day of July, 1818.

(Sd.) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

Gooroopersaud Pundit was produced and duly sworn to these Interrogatories this 9th day of July, 1818.

(Sd.) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

102. Cross Interrogatories on the part and behalf of Rammohun Roy. (Filed 5 March, 1818.)

Cross Interrogatories to be administered to the undermentioned witnesses if they shall be produced Sworn and Examined on the part and behalf of the Complainant in a certain cause now pending and at issue in the Supreme Court of Judicature at Fort William in Bengal wherein Govindpersaud Roy the son heir and legal Representative of Juggomohun Roy Deceased is Complainant and Rammohun Roy is Defendant.

ON THE PART AND BEHALF OF THE DEFENDANT

First Interrogatory To Kisno mohun Dharah } Who and what are you? Have you not been for some and for what period or periods of time in the service and employ of Juggomohun Roy in his lifetime and are you not now in the services or employ of the Complainant in the title of these Interrogatories named in the capacity of a Khidmatgar or in some other and in what capacity? What monthly wages did you receive from the said Juggomohun Roy in his lifetime? What monthly wages do you now receive from the Complainant? Have you any other and what means of supporting yourself or your family, besides the wages which you receive from the Complainant? From what person did you receive your monthly wages during the lifetime of the said Juggomohun Roy and did you receive the same punctually and every month up to the time of his death? Were any and what persons by name, employed by the said Juggomohun Roy in his lifetime as Sircars or Mohurirs, and if yea, did they continue in his employ until the time of his death, and if yea, are such persons or any or either of them and who or whom by name now in the employ of the Complainant in the title of these Interrogatories named, and if not, where are they as you know or believe? What person or persons, and who by name, kept the accounts and Books of the said Juggomohun Roy during his lifetime and are such persons or any or either of them living and if living where do they or any or either of them now reside? Did you not constantly attend and wait on the person of the said Juggomohun Roy during his lifetime, and were you for any and for

what period of time, and in what year unemployed by the said Juggomohun Roy; or did you cease to wait on or continue near the person of the said Juggomohun Roy? Did not Juggomohun Roy at different times after the Bengal year one thousand two hundred and three and up to the period of his death engage in different mercantile speculations and employ hismelf in several dealings and transactions for his own use and benefit and did he not keep or cause to be kept books and accounts of such speculations dealings and transactions and where are such Books and account at present? Did the defendant in the title of these Interrogatories named at any time and when in any and what manner join or interfere with the said Juggomohun Roy in the conduct or management of such speculations dealings and transactions. If yea explain particularly in what speculations dealings or transactions the said defendant was joined with the said Juggomohun Roy after the year one thousand two hundred and three aforesaid; and how and when and in what particular occasion or occasions the said defendant interfered in or with the speculations dealings or transactions of the said Juggomohun Roy?

Second Interrogatory To Bacharam Sein } What are you and what profession or business do you now follow and how long have you followed such profession or business? How do you now support yourself and family and in whose house do you at present reside? How long have you dwelt in the house in which you at present reside and do you receive hire or wages or other remuneration from any person or persons and who or whom by name? Do you not now reside and have you not for some and what time past resided in the same house with the said Complainant and have you not been maintained and supported by him the Complainant of the present suit, or for some and what other period of time? What is the nature of the business or service which you perform for the said Complainant and what reward have you received or do you receive or do you expect to receive for such business or service? Have you not been sent, or did you not accompany the said Complainant to Burdwan in order to procure papers and evidence in support of the present suit? Have you not repeatedly and how often accompanied the said Complainant to the office of his Solicitor in this cause, and to the house of one Umer Sing Chowdry? Have you not procured from the said Umer Sing Chowdry several papers prepared by him, in support of the Complainants claim in this cause? Are you not in the constant practice of accompanying the Complainant and Kissenmohun Dharah in search of Witnesses and Evidence to be produced in this cause? Is not the said Umer Sing Chowdry a person of infamous character in Calcutta and notorious as a Law Broker or Conductor of

Suits in the Supreme Court and have you not held frequent communication with him respecting this cause in the presence of the Complainant and otherwise? Were you not during many years and how long in the service or employ of the defendant Rammohun Roy as a Mohurir at a monthly and what rate of wages? Were you not discharged from such employ about the month of Choiter one thousand two hundred and twenty three Bengal shal for some and for what misconduct, or for what reason did you quit the service of the said defendant? Did you not immediately or soon after you quitted the service of the defendant enter into the employ of the said Complainant and offer to assist him in carrying on the present suit; and are you not now retained and employed for that purpose only? When you first entered the service of the said defendant did he not require from you an agreement in writing for securing your good behaviour? Did you not execute an agreement in writing and deliver the same to the said Defendant and if yea where is such agreement at this the time of your Examination? When you executed such agreement was the said defendant jointly concerned with any person or persons, and who or whom by name in any trade or dealing or co-partnership; and did you enter into the sole employ of the said defendant, or into the employment of the said defendant jointly with any other and what person or persons by name? From whom did you receive your wages, while you continued in such employment under such agreement and who did you know and treat and consider as your employer or employers? Did you not in your capacity of a Mohurer to the said defendant keep Books and accounts, and are not such Books and accounts in your proper handwriting now in the possession of the said defendant or were they not in his possession when you quitted his service? Were not such Books and accounts; Books and accounts respectively which solely and exclusively related to the proper dealings and transactions of the said defendant or can you swear that any Book or Books, account or accounts kept or written by you while you continued in the service or employ of the defendant contained any entry or entries of any joint dealings between the said defendant, Ramcaunt Roy and Juggomohun Roy? If yea, point out and describe the same and set forth the nature of the joint dealings to which such Book or Books, account or accounts respectively refer or relate and the time and circumstances thereof respectively? Did any other person or persons and who or whom by name at any time or times and when particularly while you continued in the employ of the said defendant write or keep any or what Book or Books which contained any account of any and what dealings or transactions in which Ramcaunt Roy and Juggomohun Roy or either

of them was or were jointly concerned or interested with the said defendant. If yea, where is or are the person or persons who kept such last mentioned Book or Books or any or either of them? Were you not in the service of the defendant Rammohun Roy at the times when he purchased the Putnee Talooks of Nangurparah Beeloke Kissenagur and Serampore respectively mentioned in the Pleadings in this cause? And if yea, do you not know that the same were respectively purchased with the proper and exclusive monies of the said Defendant? Did you not keep the Books and accounts which respectively relate to the last mentioned Talooks from the times when the same were respectively purchased until the period when you quitted the service of the said defendant and do you not know that such Talooks were treated and considered and managed and possessed and enjoyed as the absolute and exclusive property of the said defendant? Look at the paper writing now produced and shown to you at this the time of your Examination and marked No. 1 and say whether the same is not the agreement which you executed and delivered to the defendant when you entered into his service, and respecting which you have been before interrogated and whether your proper names and handwriting is not subscribed to the same?

Third Interrogatory To Bacharam Sein } Have you not seen a certain Deed of Partition whereby Ramcaunt Roy the father of the defendant Rammohun Roy allotted and divided the Landed property which he possessed at the time of such partition? If yea, do you not know that from the time when you entered into the service of the said defendant the whole of the landed property mentioned in such deed of partition was enjoyed and possessed by the parties mentioned in the deed, according to the distribution or division therein made? Did not Juggomohun Roy at all times within your knowledge or recollection exclusively manage the Landed property which by the said deed of partition was allotted to him and did he not receive the rents and profits and pay the Revenue or duties to Government on account of such last mentioned landed property? Did not Juggomohun Roy grant Pottahs and Receipts to the respective Tenants and Ryots, who occupied or belonged to the landed property which had been allotted to him by the said Deed of Partition and are you not an Inhabitant of Kissenagore situated near to Nangoreparah and had you not full means of knowing that the property allotted as aforesaid to the said Juggomohun Roy was exclusively managed by him? Do you not know that the said Juggomohun Roy either sold mortgaged exchanged or transferred some and what part of the property so allotted to him by the said Deed of Partition without any communication with the said defen-

dant Rammohun Roy and did not the said defendant Rammohun Roy at all times after you entered into his service exclusively manage the landed property which had been allotted to him by the said Deed of Partition without any interference from the said Juggomohun Roy and Ramcaunt Roy or either of them and as the sole and absolute owner thereof.

Fourth Interrogatory To Kisnomohun Dharah and Bacharam Sein } If you shall have said in your Examination in chief that Juggomohun Roy and the Defendant in the title of these Interrogatories respectively named at any time after the Bengal year one thousand two hundred and three lived together and acted as members of one undivided Hindoo family either jointly with their father Ramcaunt Roy in his lifetime or otherwise; set forth and declare when in particualr and on what occasion the said Juggomohun Roy Ramcaunt Roy and the Defendant reunited their Interests and what change if any took place either in the management or conduct of the affairs of the family after such reunion and particularly explain what person or persons by name were or was privy to or acquainted with such reunion of interests? Were any and what books or accounts kept of the dealings and transactions of the said family, after such reunion of interests if to any such reunion you shall have deposed and by what person or persons by name were such accounts kept or written; and in whose custody or possession were the same deposited? Where did the said Ramcaunt Roy reside after the Bengal year one thousand two hundred and three and until the time of his death? Did he not reside in a House and carry on separate dealings and transactions distinct from the dealings and transactions of any or either of his sons, and to a considerable or to what amount? Did not the said Juggomohun Roy after the death of the said Ramcaunt Roy to your knowledge receive several debts which were due to the said Ramcaunt Roy at the time of his death and did not the said Juggomohun Roy with your privity and to your knowledge prefer a claim to the Zillah Court of Hooghly, stating himself to be the sole heir of the said Ramcaunt Roy; and in virtue thereof obtain large and what sum of money? Do you know of any employment, speculation or dealing in which the said Juggomohun Roy was at any time engaged either jointly with the defendant or otherwise and by which he made considerable and what profit; and if yea particularly explain the nature of the employment and transaction of which such profit was made or realized? and state if you know by what person or persons by name such profit was received? Do you know of any purchases or sales or mortgages or transfers of landed property which

at any time were or was made or entered into by the said Juggomohun Roy in or after the Bengal year one thousand two hundred and three with any and what person or persons by name? If yea explain and describe the same and particularly state to or from what person or persons by name such purchases sales mortgages or transfers were respectively made or entered into; and what person or persons by name paid or received any and what sum or sums of money on account thereof respectively? Do you know of any Instrument or Instruments in writing touching the purchase sale mortgage exchange or transfer of any Landed or other property in which the said Juggomohun Roy the Defendant Rammohun Roy and their father Ramcaunt Roy joined as partners subsequently to the nineteenth of Augrun one thousand two hundred and three if yea, declare the same? Do you know of any Instrument or Instruments in writing touching the purchase sale mortgage exchange or transfer of any landed or other property in which the said Juggomohun Roy and Rammohun Roy were joined as partners subsequently to the day and year last mentioned? If yea, declare the same. Do you know of any landed or other property which at any time since the day and year last mentioned was purchased with the joint funds of the said Juggomohun Roy and Rammohun Roy? If yea, declare fully and particularly what Landed or other property was so purchased with the joint funds of the said Juggomohun Roy and Rammohun Roy and from whom by name, and when particularly and what person or persons by name the contract or contracts for the purchase of such property was or were made; and especially declare how you know that the funds with which such property was purchased were the joint funds of the said Juggomohun Roy and Rammohun Roy? Do you know with whose funds certain Talooks or estates now in the possession of Rammohun Roy and respectively called Govindpore Rammesserpore Nangurparah Beelook Kissenagur and Sherampore or any or either and which of them were or was purchased? If yea set forth and declare how and by what means you have acquired any knowledge or information touching the purchase of the said Talooks or Estates, or of any or of either and which of them; and how you know the particular fund or funds, money or monies with which the same were or was purchased? Has not the Defendant Rammohun Roy or some person or persons to his use and for his benefit been in the exclusive possession of the same Talooks or Estates from the time when the same were respectively purchased, or what other person or persons by name have or has been possessed thereof? and if you shall have said that the said Juggomohun Roy and Ramcaunt Roy or either of them

have or hath had any joint possession at any time of such Talooks or Estates or of either of them, then set forth and declare particularly what was the nature of such joint possession and when and how particularly the same was exercised? Has not the defendant Rammohun Roy or some person or persons to his use and for his benefit received the rents and profits and paid the Government assessment Revenue or Duties and exclusively managed the said Talooks or Estates and each of them at all times since the same were respectively purchased? If not set forth and declare what person or persons by name other than the said Rammohun Roy or his agents or servants hath or have at any time and when received the rents and profits of the said Talooks or Estates, or paid the Government assessment Revenue or duties on account of such Talooks or Estates or otherwise managed the said Talooks or Estates or any or either and which of them? Has not the defendant Rammohun Roy and his agents or servants at all times since the purchase of the said Talooks or Estates respectively granted Pottahs and receipts in the sole name of the said Rammohun Roy to the Tenants and Ryots who occupy the said Talooks or Estates; and has not the said Rammohun Roy at all times since the purchase of the said Talooks or Estates respectively, either by himself or by his agents or servants exercised entire management and control over the said Talooks or Estates, as the sole owner and proprietor thereof respectively. If not set forth, in what instances the said Ramcaunt Roy and Juggomohun Roy or either of them exercised any acts of management or control over the said Talooks or Estates or any or either of them and when and how particularly? Was not the said Juggomohun Roy for some and what period of time employed as the agent or manager of the said Talooks or Estates or of some and of which of them in trust for and to the use of the said Defendant Rammohun Roy and during that period of time did he not act for and in the name of the Defendant Rammohun Roy? Do you know of any agreement which was entered into between the said Juggomohun Roy and one Rajiblochun Roy on the behalf of the Defendant Rammohun Roy under which the said Juggomohun Roy undertook the management of the said Talooks or Estates or of some and of which of them on behalf of the said Defendant Rammohun Roy and did not the said Juggomohun Roy act as such manager under the authority of the said Rajiblochun Roy and in virtue of such agreement? How long did the said Juggomohun Roy continue to act as the agent or manager of such Talooks or Estates under such last mentioned agreement and why and when did he cease to act as such agent or Manager as you know or believe? Are you acquainted with a piece or parcel

of ground containing about sixteen biggahs situate at Roganauthpore in the Pergunnah of Jahanabad in which certain house has lately been erected? If yea, was not the said piece or parcel of ground purchased with the proper monies of the said Defendant Rammohun Roy and when particularly? Has not the said Defendant Rammohun Roy, since the purchase of the said piece of ground build a house thereon and formed garden adjoining thereto at his own exclusive expence and with his own proper monies? If not at whose expence and with whose monies have the said house and garden been respectively built and formed and how are you enabled to state that such house and garden have been respectively built and formed by any person or persons other than the said Defendant and what person or persons by name paid for the building of the said house and the making or forming of the said garden and what person or persons by name received the monies for these purposes respectively? At what particular time did the building of the said house and formation of the said garden respectively commence, and when were they respectively finished? What person or persons by name have or hath seen the building of the said house and the making of the said garden possessed or enjoyed the same, or received the rents and profits thereof respectively? Was not the said Juggomohun Roy for some and for what period of time confined in the Gaol or Prison of Midnapore on account of a debt of some and of what nature and when was he so confined and what was the amount of such debt? Was not the Defendant in the receipt of the rents and profits of the Talooks or Estates respecting which you have been before interrogated and otherwise in opulent circumstances while the said Juggomohun Roy was so confined in Prison? When was the said Juggomohun Roy released from confinement and how and in what manner did he obtain his release? After his release and until the period of his death, did he not continue in distress and embarrassed circumstances and was he not to your knowledge compelled to borrow small sums of money from Moodees and from different other individuals and particularly from the said Rajiblochun Roy? Did not he at some and at what time borrow a large and what sum of money from the Defendant Rammohun Roy and execute some and what security for the same? Did not the Defendant sometime in the month of Augrun in the year one thousand two hundred and twenty one Bengal style transfer to his nephew one Gooroodoss the Defendants share of the family house at Nangurparah and has not the said Gooroodoss occupied and possessed the same until the present time.—Do you know or have you any and what reason to believe how or for what consideration the said Defen-

dant transferred to the said Gooroodoss, the said share of the said family house—Did not the Defendant commence the building of the house in these Interrogatories before mentioned, shortly after he had transferred to the said Gooroodoss the share of the said family house?

(Sd) H. Compton

Bacharam Sein was produced and duly sworn to these Cross Interrogatories this 26th day of March 1818.

Before me

(Sd) E. C. Macnaghten
V. A Chater
Swn. Intr. to the Oath.

B. Turner
Defdts. Atty.

103. Deposition of Bacharam Sein, a witness produced on the part of Govindpersaud Roy. (Examined 26 & 28 March, and 9 April, 1818)

Deposition of a Witness taken in the above Cause by the Examiner of this Court Becharam Sein of Molungah in Calcutta mohurrer aged fifty years or thereabouts being produced as a witness on the part of the Complainant in this cause and a note having been delivered to Mr. Benjamin Turner Attorney for the Defendant in this cause on the 12th day of February 1818 of the name title and place of abode of the said Bacharam Sein he the said Bacharam Sein was afterwards on the said 12th day of February 1818 sworn and on the 26th 28th day of March and 9th day of April in the said year was Examined on the Interrogatories filed by the said Complainant on the 27th day of January 1818 and Deposeth as follows———

To the First Interrogatory this deponent saith that he doth know the parties Complainant and Defendant in the title of these interrogatories named Saith that he hath known them both respectively for these thirty years last past Saith that he did know in their respective lifetimes Ramcaunt Roy who was the grandfather of the Complainant Govindpersaud Roy and the father of the defendant Rammohun Roy and Juggomohun Roy and Ramlochun Roy which said Juggomohun Roy was the father of the Complainant Govindpersaud Roy Saith that he knew the said Ramcaunt Roy for about 25 or 26 years before his death and up to the time of his death who died in the month of Joistee in the Bengal year one thousand two hundred and ten at Burdwan as he this deponent hath heard and believes Saith that he knew the said Juggomohun Roy for about 31 or 32 years before his death and up to the time of his death Saith that the said Juggomohun Roy died in the month of Choiter in the Bengal year one thousand two hundred and eighteen at a place Langulparah in the province of Bengal in the presence of him this deponent Saith that he knew Ramlochun Roy for about 10 or 15 years previous to his death and up to the time of his death who also died at the said last mentioned place in the Bengal year one thousand two hundred and seventeen but in what month he this deponent doth not recollect in the presence of him this deponent.

To the Second Interrogatory this deponent saith that he had the means and opportunity of knowing and being acquainted with and was acquainted with the affairs and concerns of his said family as well during

the lifetime of the said Ramcaunt Roy as since his death by being in the habit of visiting him and his family during his lifetime and of visiting his family since his death and by being in the service of one Rajiblochun Roy whose servants and people lived and resided in the house of the said Ramcaunt Roy at Langulparah at which house the rents of the Talooks of Turraf Kishenghur and Turraf Billook belonging to the said Rajiblochun Roy used to be collected Saith that he this deponent was a mohurrir in the service of the said Rajiblochun Roy and also lived and resided in the house of the said Ramcaunt Roy at Langulparah about five years after his death and continued to live at the same place up to the present time.

To the Third Interrogatory this Deponent saith that the said Ramcaunt Roy and his said three sons did up to the Bengal year one thousand two hundred and three live together and form an undivided Hindoo family Saith that he this deponent was absent from Langulparah for about six months during the said year one thousand two hundred and three Saith that after his return to the said house he was informed by the said Ramcaunt Roy that he had made a division of his real and personal property among his three sons Saith that he this deponent also heard the said Juggomohun Roy and Rammohun Roy also say that such a division had been made Saith that he this deponent found on his return that the defendant Rammohun Roy (?) had removed from the family house at Langulparah to a house belonging to the family at Radanagore which removal of the said Rammohun Roy (?) he this deponent understood from the said Ramcaunt Roy Juggomohun Roy and Ramlochun Roy (?) was owing to the division which had taken place Saith that he this deponent doth not know of what the said moveable and immoveable property consisted which was so divided by the said Ramcaunt Roy among his three sons.

To the Fourth Interrogatory this deponent saith he doth know that after such partition enquired into by the next preceding interrogatory the said Ramcaunt Roy remained separate and divided from his said three sons and which he continued to do up to the time of his death Saith that the said Juggomohun Roy and the said Rammohun Roy continued to live at the said house at Langulparah after the said division up to the time of the death of the said Juggomohun Roy Saith that after the death of the said Juggomohun Roy his son the Complainant Govindpersaud Roy and the defendant Rammohun Roy continued to live together up to the Bengal year one thousand two hundred and twenty three in which year the said Rammohun Roy removed from the said house at Langulparah to a village in the neighbourhood called Ragunathpore

where he built a house in which he hath since continued to reside Saith that from the year twelve hundred and three in which the said partition was made up to the year one thousand two hundred and twenty three the said defendant Rammohun Roy and the said Juggomohun Roy and since his death the Complainant Govindpersaud Roy lived together undivided as to food but that their property always continued distinct which he this deponent knows from being now in the service of the Complainant Govindpersaud Roy and from having seen his books Saith that none of the sons of the said Ramcaunt Roy or their descendants live together and form an undivided Hindoo family.

To the Fifth Interrogatory this deponent saith that he doth not of his own knowledge know of any Talook called Govindpore situate in the Pergunnah of Jehanabad in the Zillah of Burdwan and Province of Bengal or any Talook called Rammesserpore situate in the Pergunnah of Chunderconah in the same Zillah and Province or that the said Talooks were purchased in the life time of the said Ramcaunt Roy or by whom the same were purchased or by what money Saith that in the Bengal year one thousand two hundred and eighteen the said Rajiblochun Roy made over the said two Talooks of Govindpore and Rammesserpore by an instrument in writing to Rammohun Roy in the name of Gooroodoss Mookerjee Saith that on this occasion he this deponent and the said Juggomohun Roy were present.

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To the Sixth Interrogatory this deponent saith that he doth not know in whose name the said purchases of the said Talooks called Govindpore and Rammesserpore were made Saith that he doth know of a transfer of the Talooks called Govindpore and Rammesserpore which took place in the month of Joistee in the Bengal year one thousand two hundred and eighteen Saith that on that occasion one Rajiblochun Roy executed a written Transfer of the above named two Talooks in favour of one Gooroodoss Mookerjee the nephew of the defendant Rammohun Roy which written transfer he gave into the hands of the said defendant Rammohun Roy and said to him at the time when he so delivered the said writing you left these two Talooks with me in Trust the name of Gooroodoss Mookerjee in Trust for yourself I now return them and you will get the necessary transfer made in the Collectors office and will take possession of the said Talooks Saith that the said Rammohun Roy in pursuance of such transfer took possession of the said Talooks through his Naib Juggurnaut Mazumdar Saith that he this deponent hath from time to time seen the

said Juggurnaut Mazumdar from whom this deponent hath heard that the said Juggernaut Mazumdar had possessed himself of the said two Talooks.

To the Seventh Interrogatory this deponent saith that he doth not know who possessed himself of the said Talooks called Govindpore and Rammesserpore after the death of the said Ramcaunt Roy saith that the said Rammohun Roy got possession of the said two Talooks called Govindpore and Rammesserpore in the month of Joistee in the Bengally year one thousand two hundred and eighteen in the manner in which he this deponent hath described in his answer to the next preceding interrogatory and continued to possess the same up to the time of the death of the said Juggomohun Roy and is still in possession thereof Saith that he never saw the said Rammohun Roy and Juggomohun Roy or either of them at said Talooks nor did he ever see or hear the said Juggomohun Roy or the said defendant Rammohun Roy give any directions to or hold any communication with the gomasthas or tenants of the said Talooks or either of them Saith that he hath seen the said Juggernaut Mazumdar give directions to and hold conversations with persons who represented to themselves to be tenants of the said Talooks of Govindpore and Rammesserpore and hath heard the said Rammohun Roy acknowledge the said Juggernaut Mazumdar to be His naib of the said Two Talooks.

To the Eighth Interrogatory this deponent saith that he doth not know what was the amount of annual revenue or profit to the Zemindar of the said Talooks Govindpore and Rammesserpore respectively at the time of the death of the said Ramcaunt Roy but that he doth know which is the annual revenue or profit thereof at present Saith that he doth not know who received the rents and profits of the said Talooks from the death of the said Ramcaunt Roy to the death of the said Juggomohun Roy Saith that from the month of Joistee Bengal year one thousand two hundred and eighteen eleven months previous to the death of Juggomohun Roy the said Rammohun Roy began to receive the anuual revenue or profit of the said two Talooks of Govindpore and Rammesserpore and continued to receive the same up to the time of the month of Joistee in the Bengal year one thousand two hundred and twenty three Saith that he this deponent was in the service of the said Rammohun Roy from the month of Joistee in the Bengal year one thousand two hundred and eighteen to the month of Joistee one thousand two hundred and twenty three during which time the said Rammohun Roy received an annual revenue or profit of 5500 rupees from the said two Talooks which he this deponent knows from having kept the account

of the said Talooks during that period and believes that the said Rammohun Roy is still in the receipt of the said Revenue.

To the Ninth Interrogatory this deponent saith that he doth not know of any sum or sums of money which were or was lent by the said Ramcaunt Roy in his lifetime to any person or persons whomsoever nor doth he know of any sum or sums loan or loans of money which were or was granted by the said Ramcaunt Roy to any English gentleman or gentlemen whatever Saith that he doth know of a judgment which the said Juggomohun Roy obtained against one Binoodrum Samadar for about seven or eight hundred rupees which he understood had been due by the said Benoodram Somadar to the said Ramcaunt Roy in his lifetime Saith that the said judgment was obtained not by Juggomohun Roy but by the said Ramcaunt Roy in his lifetime but the said Juggomohun Roy put the said judgment in force against the said Benoodram Somadar and afterwards came to a settlement and received an agreement from him to pay the debt instalments Saith that he this deponent saw the said Juggomohun Roy receive payment of two or three of the said instalments.

To the Tenth Interrogatory this deponent saith that he doth not know whether the said Juggomohun Roy was ever in the service of any English Gentleman but that he hath heard that the said Rammohun Roy was in the service of Mr. Woodford Mr. Digby and some other Gentlemen from the Bengal year one thousand two hundred and six to the Bengal year one thousand two hundred and twenty one Saith that he doth not know who placed the said Rammohun Roy in such service or that any sums or sum of money was lent or advanced before or after the said Rammohun Roy had entered into such service.

To the Eleventh Interrogatory this deponent saith that he doth know of a certain Talook or Putteney Talook called Kissenagore situate in the Pergunnah of Jehanabad in the Zillah of Burdwan a certain other Talook or Putteney Talook called Billoack and not Burloak situate in the same Pergunnah and Zillah and a certain other Talook or Putteney Talook called Nagulparah situate in the Pergunnah of Boyrah x x Zillah a certain other Talook or Putteney Talook called Serampore in the Pergunnah of Boorsut in the same Zillah Saith that the Talooks of Kishenagore Billoack and Serampore were all of them purchased by the said Juggernaut Mozumdar out of the monies and funds belonging to the said Rammohun Roy since the death of the said Ramcaunt Roy Saith that the Talook of Billoack was purchased in the Bengal year one thousand two hundred and fifteen in the name of Rajiblochun Roy for and on

account of the defendant Rammohun Roy as he the said Juggernaut Mozumdar at the time of the said purchase told this deponent Saith that the Talook of Kishenagore was purchased in the Bengal year one thousand two hundred and sixteen by the said Juggernaut Mazumdar for and on account of the said Rammohun Roy in the name of the said Rajiblochun Roy as he this deponent hath been informed by the said Juggernaut Mazumdar Saith that the Talook of Serampore was purchased by the said Juggernaut Mozumdar in his own name for and on account of the said Rammohun Roy as he this deponent hath heard from the said Juggernaut Mozumdar and believes Saith that the purchase money of the Talooks of Kishenagore and Serampore was paid out of the funds of the said Rammohun Rcy in the charge of Jossanundun Ghose who was employed in the same office with him this deponent which purchase money was despatched to Burdwan from Langulparah in the presence of him this deponent Saith that the purchase money of the said Talook of Billoack was paid in the presence of him this deponent by the said Juggernaut Mazumdar partly out of the funds in his hands belonging to the said Rammohun Roy and partly with money which he borrowed on the credit of the said Rammohun Roy Saith that he doth not know any joint Estate or property out of which the purchase money of the said Talooks was paid Saith that the Talook of Billoack pays a revenue of 16000 rupees annually to Government and was purchased for 11000 rupees Saith that the Talook of Kishenagore pays a revenue of 5000 rupees annually to Government and was purchased for 7100 rupees Saith that the Talook of Serampore pays a revenue of 1800 rupees to Government and was purchased for 1300 rupees Saith that the Talooks of Langoolparah pays a revenue of about 600 rupees annually to Government but which the same cost he this deponent doth not know Saith that the said four Talooks jointly produce an annual profit to the Zemindar of about five or six thousand rupees and that the said Rammohun Roy hath received the profits thereof since the date of their respective purchases which he this deponent knows from having been in the service of the said Rammohun Roy from the year one thousand two hundred and fifteen to the year one thousand two hundred and twenty three Saith that he believes that the said Rammohun Roy is still in the receipt of the rents and profits of the said Talooks.

J. A. Simpson }
Examiner }

(Sd.) শ্রীবেচারাম সেন

To the Twelfth Interrogatory this deponent saith that he doth know that some money was laid out and expended during the lifetime of the said Juggomohun Roy from the year one thousand two hundred and twelve to the year one thousand two hundred and twenty four by him the said Juggomohun Roy by making into a Garden certain ground situate at Rogonauthpore in the Pergunnah of Jehanabad and Zillah of Burdwan and in constructing a certain House thereon called an Autchalla Saith that he doth know that the said money was paid out of the funds of the said Juggomohun Roy during a period from the year one thousand two hundred and fifteen to the year one thousand two hundred and eighteen Saith that from the year one thousand two hundred and twelve to the year one thousand two hundred and eighteen the expences of making of the said garden and constructing of the said house was paid out of the joint funds of Juggomohun Roy and the defendant Rammohun Roy which he this deponent knows from being in the service of the defendant during all that period Saith that from the year one thousand two hundred and eighteen to the year one thousand two hunrded and twenty three considerable sums of money were laid out and expended by the defendant Rammohun Roy in erecting a puckah built dwelling house on the said ground situate at Ragonauthpore situate at Jehanabad aforesaid out of his own proper funds and separate money Saith that he this deponent was in the service of the said Rammohun Roy during the said last mentioned time and was acquainted with his books of accounts and thereby knows that the said several monies were laid out and expended in manner as he this deponent hath stated but that he this deponent cannot from recollection state what was the amount of the sum or sums of money which were or was expended during the said two periods of time by the said Rammohun Roy or either of them.

To the Thirteenth Interrogatory this deponent saith that he doth know of the purchase of certain lands which was made by the said Juggomohun Roy in the year one thousand two hundred and five and also of a purchase of land made by the said defendant Rammohun Roy after the death of the said Juggomohun Roy in the year one thousand two hundred and twenty and one thousand two hundred and twenty one Saith that the said Juggomohun Roy purchased four hundred biggahs of Aymah land situate at Cabilpore in Zillah Burdwan for the sum of 1200 rupees and also two pieces or parcels of ground making together four biggahs and sixteen cottahs situate at Ragonauthpore at Jehanabad aforesaid for which he paid 20 rupees in cash and gave two biggahs of land in lieu Saith that sometime in the year one thousand

two hundred and twenty one the said Rammohun Roy exchanged two biggahs and ten cottahs situate at Ragonauthpore four biggahs and ten cottahs also situate at Ragonauthpore Saith that the said two biggahs and ten cottahs of land and the said four biggahs and ten cottahs were of about the same value the former being more fertile than the latter and were respectively worth about 50 rupees each This deponent saith that he doth not of his own knowledge know for whose benefit or out of whose monies or funds the purchase monies of such lands were paid Saith that he is well acquainted with the said lands having often seen the same and having cultivated a part of the said 400 biggahs.

To the Fourteenth Interrogatory this deponent saith that the said Juggomohun Roy and the said defendant during the lifetime of the said Juggomohun Roy did live together and form one undivided Hindoo family as to food but were separated and divided as to property Saith that Tareeney Dabee the mother of the said Juggomohun Roy and the said defendant was maintained and supported by them the said Juggomohun Roy and Rammohun Roy jointly out of a fund by them set apart for that purpose Saith that the religious ceremonies performed by them were paid for by the said Juggomohun Roy and Rammohun Roy out of the said joint fund which arose from the rents and issues of certain lands which were set apart for that purpose by the said Juggomohun Roy and Rammohun Roy Saith from the year one thousand two hundred and eighteen when the said Juggomohun Roy died up to the year one thousand two hundred and twenty three the said Tarreney Dabee was maintained and the said religious ceremonies were performed out of the said joint fund which he this deponent knows from having been in the service of the said Rammohun Roy during the said last mentioned time and subsequent thereto.

To the Fifteenth Interrogatory this deponent saith that the age of the said Complainant at the time of the death of his father Juggomohun Roy was about 14 years which he this deponent knows from having known the said Complainant from his birth Saith that on the death of the said Juggomohun Roy his son the said complainant possessed himself of the Estate immoveable and moveable which belonged to the said Juggomohun Roy and in which he was interested in his lifetime Saith that the personal property of the said Juggomohun Roy at the time of his death consisted of 850 rupees in cash a shawl worth 60 rupees 60 or 70 rupees worth of brass and metal plates and about 30 rupees worth of wearing apparels Saith that his real property consisted of about 150 biggahs of lands at a place called Chetwa about 12 biggahs of land at a place called Chunderconah and about 50 biggahs of land situate at

different places together with the said 400 biggahs of aymah land which said immoveable property he this deponent supposes was worth about 12,000 rupees Saith that he this deponent was present when the said Juggomohun Roy died and saw the said Govindpersaud Roy take possession of his property both real and personal on his own account and for his own separate benefit.

To the Sixteenth Interrogatory this deponent saith that the said complainant and defendant did after the death of the said Juggomohun Roy which happened in the year one thousand two hundred and eighteen to the year one thousand two hundred and twenty three live together and form an undivided Hindoo family as to food Saith that in the month of Maugh one thousand two hundred and twenty three the said defendant removed from the said house in which he had lived with the said complainant to a house situate in the village of Rogonauthpore where he hath resided ever since Saith that his immediate cause of removal was a dispute which he had with his mother Tarreney Daby Saith that he this deponent was at that time living in the service of the defendant Rammohun Roy by which means he became acquainted with the circumstance of the removal of the said Rammohun Roy and the cause thereof.

To the Last Interrogatory this deponent saith that he doth not know of any other matter or thing which may in any way tend to the benefit or advantage of the said Complt. in this cause.

J. A. Simpson
Exmr. (Sd.) শ্রীবেচারাম সেন

104. Cross Deposition of Bacharam Sein. (Examined 9 & 10 April, 1818).

Deposition of a Witness taken in the above Cause by the Examiner of this Court—Bacharam Sain of Molungah in Calcutta Mahurrir aged fifty years or thereabouts being produced as a witness on the part of the Complainant in the Cause and a Note having been Delivered to Mr. William Scott Attorney for the said Complainant on the 26th day of March one thousand eight hundred and eighteen of the name title and place of abode of the said Bacharam Sain He the said Bacharam Sain was afterwards on the said 26th day of March one thousand eight hundred and eighteen sworn and on the 9th and 10th day of April in the said year was Examined on the Cross Interrogatories filed by the

Defendant on the 5th day of March one thousand eight hundred and eighteen and deposeth as follows—

To the Second Cross Interrogatory this Deponent saith that he is a Mohurrir in the service of the Complainant Govindpersaud Roy and hath been in such service from the month of Agraun one thousand two hundred and twenty four Saith that he supports himself and family from a salary of five rupees per month which he receives from the said Complainant Saith that at present he resides in a house of the Complainant situate called either Pattuldanga or Mollunga but which he this deponent doth not know near to the goal of the Court of Requests Saith that he hath resided there since the month of Poos last Saith that he hath received wages from the said Complainant from the month of Agraun last and hath resided with him ever since partly at Calcutta and partly at Burdwan Saith that he hath maintained and supported himself out of the wages he hath received from the said Complainant from the said month of Agraun Saith that the nature of his business is to carry messages and to make purchases and collect rents or to transact any other business which may be required of him by his said master Saith that he expects to receive no other remuneration or reward for such business and service save and except his salary of five rupees per month and victuals and clothing Saith that he this deponent was sent by the Complainant to Burdwan where the said Complainant arrived shortly after him in order to procure paper and evidence in support of the present suit Saith that he hath repeatedly accompanied the said Complainant to the office of his Solicitor in this cause Saith that he hath never accompanied the Complainant to the house of one Comar Sing Chowdhry nor hath he received from the said Comar Sing Chowdhry any papers prepared by him in support of the Complainants claims in this cause Saith that he hath gone to the said Kumar Sing visit him being of the same cast with this deponent but not sent him on business Saith that he this deponent is not in the practice nor hath he at any time accompanied the Complainant and Kissenmohun Dharra in search of evidence and witnesses to be purchased in this cause Saith that he this deponent hath heard of the said Comar Sing as a person of evil character and had been punished some years ago for having intermeddled with some cause in the Supreme Court but of which he this deponent hath no knowledge excepting hearsay Saith that he this deponent hath never held any communication with him the said Comar Sing Chowdhry respecting this cause either in the presence of the complainant or otherwise Saith that he was in the service of the defendant Rammohun Roy as Mohurrir at a monthly salary latterly of 5 rupees per month and that

he was in his service from the month of x x of the year one thousand two hundred and fifteen to the third of Agraun in the year one thousand two hundred and twenty three Saith that he was discharged from the said service on the third of Agraun in the year one thousand two hundred and twenty four owing to this deponent having sided with the Complainant Govindpersaud Roy in a matter regarding their Cast in which they differed but that he was not discharged for any misconduct in service Saith that about four or five days after he was discharged from the service of the defendant he entered the service of the Complainant Saith that he did not on entering such service offer to assist the Complainant to carry on the present suit nor is he now retained and employed for that purpose only but for the general purposes of all his transactions Saith that when he this deponent first entered the service of the said defendant the said defendant required from him a Kabulliut or an agreement in writing which is usually done on such occasions for securing his good behaviour Saith that he this deponent did execute a Kabuliat for that purpose and delivered the same to the said defendant and believes that the said agreement is at this time of his examination in the possession of the said defendant Saith that when he this deponent executed such agreement the said defendant was not jointly concerned with any persons or person in any trade or dealings or copartnership Saith that he this deponent entered into the sole employ of the said defendant and not into his employ jointly with any other persons or person Saith that while he continued in such employ he received his wages from Jossodanund the Cash keeper of the said Rammohun Roy and x such sums he considered the said Rammohun Roy as his empolyer Saith that he did in his capacity as mohurrir to the said defendant keep accounts in his proper handwriting not in books but in separate pieces of paper which were afterwards strung together which said accounts were in the possession of the said defendant at the time that this deponent quitted his service and which accounts he believes are still in his possession Saith that such accounts solely and exclusively related to the proper dealings and transactions of the said defendant and not to any joint dealings between the said defendant Ramcaunt Roy and Juggomohun Roy Saith that he never made nor ever heard of any entry against joint dealings in any account of the said Rammohun Roy jointly with any other persons or person whatever Saith that one Montoo Roy x him one Dookeram Mookerjee and after the said Dookeram Mookerjee he this deponent kept an account of a fund which was set apart by Ramcaunt Roy Juggomohun Roy and the defendant Rammohun Roy for the expences of their food and religious ceremonies

Saith that the said Montoo Roy is dead and that he this deponent saw Dookeram Mookerjee at Kishenagore in the month of Agraun last Saith that he was in the service of the defendant Rammhoun Roy at the times when he purchased the Puttannee or Talooks of Nangoorparah Beloka Kishenagore and Serampore respectively mentioned in the pleadings of this cause Saith that the same were respectively purchased by the exclusive money of the said defendant Saith that he did keep the accounts which respectively related to said last mentioned Talooks from the times when some of them were purchased up to the time when he this deponent quitted the service of the said defendant Saith that he doth know that such Talooks were treated and considered and managed and possessed and enjoyed as the absolute and exclusive property of the said defendant this deponent looking at the paper writing now produced and shown to him at this the time of his examination marked No. I saith that the same is the agreement which he this deponent executed and delivered to the said defendant when he entered into his service respecting which he hath been before interrogated and that his this deponents proper hand writing is subscribed to the same.

J. A. Simpson }
Examr. }

(Sd.) শ্রীবেচারাম সেন

To the Third Cross Interrogatory this deponent saith that he did see a certain Deed of Partition in the month of Agraun last purporting to be a deed whereby Ramcaunt Roy the father of the defendant Rammohun Roy allotted and divided the landed property which he possessed at the time of such partition Saith that he saw the said deed in the possession of the Complainant Govindpersaud Roy in the month of Bhader last Saith that he doth know that from the time when he this deponent first entered into the service of the said defendant was in the year one thousand two hundred and fifteen the whole of the landed property mentioned in such deed of partition was enjoyed and possessed by the parties mentioned in the said deed namely Juggomohun Roy Rammohun Roy and Ramlochun Roy according to the distribution or division therein made Saith that the said Juggomohun Roy did at all times within the knowledge and recollection of him this deponent exclusively managed the said landed property which by the said deed of Gift was allotted to him and did receive the rents and profits and pay the revenue or duties to Government on account of such last mentioned landed property Saith that the said Juggomohun Roy did grant pottahs and receipts to the respective Tenants and Riots who occupied

or belonged to the landed property which had been allotted to him by the said deed of Partition Saith that he this deponent is an Inhabitant of Kissenaghur situate near to Nangoorparah and hath full means of knowing as well from being such Inhabitant of the said place as from his being in the service of the defendant Rammohun Roy and likewise from having rented land from the said Juggomohun Roy from time to time that the property allotted as aforesaid to the said Juggomohun Roy was exclusively managed by him Saith that he doth not know that the said Juggomohun Roy either sold mortgaged exchanged or transferred any part of the property so allotted to him by the said deed of Partition either with or without any communication with the said Rammohun Roy Saith that the said defendant Rammohun Roy did at all times after he this deponent entered into his service exclusively manage the said landed property which had been allotted to him by the said deed of partition without any interference with the said Juggomohun Roy and Ramcaunt Roy or either of them as the sole and absolute owner thereof.

To the Fourth Cross Interrogatory this deponent saith that he did not say in his examination in chief that Juggomohun Roy and the defendant in the title of these interrogatories named did at any time after the Bengal year one thousand two hundred and three live together or act as of an undivided Hindoo family either jointly with his father Ramcaunt Roy or otherwise Saith that from the year one thousand two hundred and three up to the year one thousand two hundred and twenty three the said family were united as to food but divided as to property and every thing else Saith that from the said year one thousand two hundred and three up to year one thousand two hundred and ten when the said Ramcaunt Roy died the said Juggomohun Roy and Rammohun Roy lived together with the said father and were undivided as to food Saith that from the death of the said Ramcaunt Roy up to the time of the death of the said Juggomohun Roy which happened in the year one thousand two hundred and eighteen the said Juggomohun Roy and Rammohun Roy continued to live together in the same house and were undivided as to food Saith that from the death of the said Juggomohun Roy and up to the year one thousand two hundred and twenty three the said Rammohun Roy and Govindpersaud Roy the son of the said Juggomohun Roy continued to live together and were undivided as to food Saith that he doth not know that the said Juggomohun Roy Ramcaunt Roy and the defendant were reunited their interest as to property or that any change took place either in the management or conduct of the affairs of the family

Saith that the said Ramcaunt Roy from the year one thousand two hundred and three and up to the time of his death mostly resided in Burdwan Saith that he sometimes during that period went to reside at Langulparah with his sons Juggomohun Roy and the defendant Rammohun Roy and sometimes with his son Ramlochun Roy at Radanagore Saith that the said Ramcaunt Roy resided in a house in Burdwan and carried on separate dealings and transactions distinct and separate from the dealings and transactions of his sons to the amount of two lacks and sometimes to the amount of two lacks and a half annually which he this deponent knows from having had dealings with the said Ramcaunt Roy for and on behalf of his this deponents father Saith that the said Juggomohun Roy did after the death of the said Ramcaunt Roy receive in the possession of him this deponent the sum of Sicca Rupees 1000 from one Juggutram Roy which sum was due to the said Ramcaunt Roy at the time of his death Saith that the said Juggomohun Roy did after the death of the said Ramcaunt Roy make an arrangement with one Benodram Sammadar for a debt which was due by the said Benodram Sommadar to the said Ramcaunt Roy and did receive a part of the said debt amounting to 100 rupees in several payments which said debt amounted in the whole to about 700 rupees Saith that he doth not know of any other debt which the said Juggomohun Roy recovered after his fathers death Saith that he doth not know nor was he privy to the said Juggomohun Roy x x x a claim to the Zillah Court at Hooghly stating himself to be the sole heir of the said Ramcaunt Roy or that he by virtue thereof acquired large or any sum or sums of money Saith that he doth not know of any speculation or dealing in which the said Juggomohun Roy was at any time engaged either jointly with the defendant or otherwise and by which he made very considerable or other profit Saith that in the absence of Jugganut Mozumdar the Naib of the Talook of Beloke and Kissenaggur which said Talook belonged to Rammohun Roy and which the said Rammohun Roy purchased in the name of one Rajiblochun Roy the said Juggomohun Roy transacted and managed the affairs of the said Tarraf of Beloke and Kissenaghur but that the said Juggomohun Roy received no advantages or profits therefrom Saith that he doth know of a purchase which was made by the said Juggomohun Roy in the year one thousand two hundred and five of 400 biggahs of aymah land as also of four bigghas and sixteen cottahs of other land between Bengal years one thousand two hundred and fifteen and one thousand two hundred and seventeen which the said Juggomohun Roy purchased in the name of him the said Juggomohun Roy Saith that the said Juggomohun Roy purchased the said aymah

land from one Gocoolnaut Mitter and Seetanaut Mitter Saith that he purchased four biggahs and sixteen cottas part from Bulram Odicarry and part from Ramdhone Ghose and Ramnarian Ghose Saith that the said Juggomohun Roy paid for the said lands partly in cash belonging to himself and partly by an exchange of other lands Saith that he paid about 1200 or a thousand rupees in cash for the said 400 biggahs of aymah land and that he gave 2 biggahs of land and twenty rupees for the said four biggahs and sixteen cottahs Saith that in the year 12x the said Juggomohun Roy mortgaged the said aymah land to Rajiblochun Roy and borrowed and received on such mortgage the sum of Sa. Rupees 1600 in the presence of him this deponent Saith that the amount of 1200 rupees thereof was in silver paid into the hands of the said Juggomohun Roy by the said Rajiblochun Roy and 400 was paid by a transfer of debt due by the said Juggomohun Roy to Rammohun Roy Saith that on the occasion of the said mortgage a mortgage deed was executed by the said Juggomohun Roy to the said Rajiblochun Roy but that he this deponent was not a subscribing witness thereto though he was present on that occasion Saith that he doth not know of any Instrument or Instruments in writing touching the purchase mortgage sale Exchange or Transfer of any landed or other property in which the said Juggomohun Roy the Defendant Rammohun Roy and their father Ramcaunt Roy joined as parties subsequently to the 19th of Augrun one thousand two hundred and three Saith that he doth not know of any Instrument or Instruments in writing touching the purchase mortgage sale exchange or transfer of any landed or other property in which the said Juggomohun Roy and Rammohun Roy were joined as partners subsequent to the day and year last mentioned Saith that he doth not know of any landed or other property which at any time since the day last mentioned was purchased with the joint funds of the said Juggomohun Roy and Rammohun Roy Saith that he doth not know with whose funds certain Talooks or Estates now in the possession of Rammohun Roy and respectively called Govindpore Rammesserpore and Nangoorparah were purchased Saith that he knows that certain Talooks called Billoke Kissenaghur and Serampore were purchased with the funds of the said Rammohun Roy Saith that he this deponent was present when the said Rammohun Roy made the purchase of the Talook Billoke Saith that he was not present when the Tallooks of Kissenghur and Serampore were purchased but was present after the purchase thereof when the said Talooks were taken possession thereof for and on behalf of the said Rammohun Roy Saith that the said Talooks of Govindpore Rammesserpore and Nangoreparah

have ever since he this deponent hath been in the service of the said Rammohun Roy been in the exclusive possession of him the said Rammohun Roy Saith that the said defendant Rammohun Roy has through his Naibs and his Putteendars occupied and possessed the said Talooks and estates from the time they were purchased respectively as far as he this deponent can recollect since his first coming into the service of the said Rammohun Roy Saith that the said Talooks of Govindpore and Rammesserpore are x x by Rajiblochun Roy Puttundar of the said Rammohun Roy Saith that Nangoorparah Billoke Kissenagore Serampore are held and managed by Jugganaut Mozumdar as Naib of the said Rammohun Roy Saith that the said Rammohun Roy has by his Naib the said Juggernaut Mozumdar and the said Rajiblochun Roy received to his use and for his sole benefit the rents and profits of the said Talooks or Estates and paid to Government assessment revenues and duties thereof and x x x exclusively managed them at all times since the same were respectively purchased Saith that the said defendant Rammohun Roy and his agents and servants have at all times since the purchase of the said Estate granted Pottahs and receipts in the sole name of the said Rammohun Roy to the tenants and Ryots who occupy the said estates Saith that the said Rammohun Roy hath at all times since the purchase of the said Talooks or estates respectively either by himself his agents or servants exercised the sole management and controul over the said Talooks and Estates as the sole owner and proprietor thereof respectively Saith that the said Juggomohun Roy did from time to time from the year one thousand two hundred and fifteen to the year one thousand two hundred and eighteen act as the agent manager or Naib of the said Talooks or Estates in the absence of the said Joggurnaut Mozumdar the Naib of the said Rammohun Roy Saith that the said Juggomohun Roy so acted during the said period in trust for in the use of and in the name of the said defendant Rammohun Roy Saith that he doth know of an agreement which was entered into between the said Juggomohun Roy and Rajiblochun Roy but not on the behalf of the defendant Rammohun Roy Saith that the said Juggomohun Roy did by the said agreement undertake to account to the said Rajiblochun Roy for the collections he had made in the Talooks of Kissenagore Belloke Langulparah and Serampore and which agreement the said Juggomohun Roy executed in the Bengal year one thousand two hundred and eighteen Saith that the said Juggomohun Roy did not act as Naib by virtue of any agreement but that he acted as such for he said Juggernaut Mozumdar for such times as the said Juggernaut Mozumdar was personally absent

during which time the said Juggomohun Roy was subject to the authority of the said Rajiblochun Roy Saith that the said Juggomohun Roy acted for the said Juggernaut Mozumdar from time to time from the year one thousand two hundred and fifteen to the year one thousand two hundred and eighteen but that he did not manage the said Talooks and estates under any agreement Saith that he doth not know when the said Juggomohun Roy ceased to act as such agent or manager or Naib Saith that he is acquainted with a piece or parcel of ground containing about nine biggahs and not sixteen biggahs situate at Ragonautpore in the Pergannah of Jehanabad in which a certain house hath lately been erected Saith that the said piece of ground was purchased with the proper x of the said Rammohun Roy x that 4 biggahs and 10 cottahs thereof were purchased by the said Rammohun Roy in the year one thousand two hundred and twenty one from Nubbocaunt Chukerburty and others whose names he this deponent doth not just now recollect with his own proper funds Saith that the other 4 biggahs and 10 cottahs belonged to his the said Rammohun Roys one Talook of Kissenagore and was in the possession of Ryot to whom the said Rammohun Roy gave other ground in exchange for the same Saith that the said Rammohun Roy did not exchange land with his Ryot but x the same into his own hands and reduced his annual x for so much Saith that the said defendant Rammohun Roy hath since the purchase of the said piece of ground consisting of 4 biggahs and 10 cottahs as also of the other 4 biggahs and 10 cottahs which he so reserved from his said Tenant built a house thereon and formed a garden at his own exclusive expence and with his own proper monies which he this deponent knows from having been at the time in the service of the said Rammohun Roy Saith that Rammohun Roy began to form the garden in one thousand two hundred and eighteen but in one thousand two hundred and twenty one he destroyed the said garden and so renewed building the said house thereon and finished the same in one thousand two hundred and twenty three Saith that the said Rammohun Roy hath since the building of the said house possessed and enjoyed the same but that the said house yielded no rent or profit Saith that the said Juggomohun Roy was confined in the Gaol Rooms of Midnapore in the year x the year one thousand two hundred and twelve for arrears of revenue due to Government for his Talooks of North Hurrerampore but what was the amount of the said debt he this deponent doth not know Saith that the said defendant was in the receipt of the rents and profits of the Estates respecting which he hath been before interrogated and otherwise in opulent cir-

cumstances during the time his said brother was confined in prison Saith that the said Juggomohun Roy was released from prison in the Bengal year one thousand two hundred and twelve which release he obtained by paying down 1000 rupees in cash and entering into an agreement to pay the residue by instamlents Saith that after his release and up to the period of his death the said Juggomohun Roy continued in distressed and embarrassed circumstances and was compelled to borrow small sums of money from Moodies and from other individuals and particularly from the said Rajiblochun Roy whom he this deponent saw advance on one occasion the sum of 1600 rupees Saith that he doth not know of any sum of money which was borrowed from the said Rammohun Roy by the said Juggomohun Roy nor did he ever see him execute any security to the said Rammohun Roy Saith that the defendant did in the month of Augrun in the year one thousand two hundred and twenty one transfer to his nephew one Gooroodoss his the defendants share of the family house at Langulparah and the said Gooroodoss hath ever since up to the present time continued to occupy and possess the same Saith that he doth not know for what reason the said defendant transferred the said share in the said house to the said Gooroodoss Saith that the defendant did x x x interrogated before x about x x x x x after he had transferred to the said Gooroodoss the said share in the said family house.

J. A. Simpson }
Examr.

(Sd.) শ্রীবেচারাম সেন

105. Interrogatories on behalf of Rammohun Roy. (Filed 27 August, 1818.)

Interrogatories to be administered to such witnesses as shall be produced Sworn and Examined in a certain Cause now pending and at issue in the Supreme Court of Judicature at Fort William in Bengal wherein Govindpersaud Roy only son and heir and legal personal representative of Juggomohun Roy deceased is Complainant and Rammohun Roy is Defendant.

ON THE PART AND BEHALF OF THE DEFENDANT ABOVENAMED.

First Interrogatory. Who and what are you? How do you subsist or gain your livelihood? Are you in the service or employment of any and of what person by name and if yea how long have you been in such service or employment? Declare—

Second Interrogatory. Do you know the parties Complainant and Defendant in the title of these interrogatories named or either and which of them? and if yea, how long have you known them or either or which of them? Declare—

Third Interrogatory. Did you know one Ramcaunt Roy who in his lifetime was the father of the Defendant in the title of these Interrogatories named? If yea how long before his death were you acquainted with the said Ramcaunt Roy and what was the nature of your acquaintance with him? If you shall say that you were intimately acquainted with the said Ramcaunt Roy then declare whether you had any and what means of knowing the relations or family of the said Ramcaunt Roy? If you had such means, declare whether the said Ramcaunt Roy had any and what sons, wives or Brothers when you first became acquainted with him and who or whom by name? In what village or place did the said Ramcaunt Roy reside when you first became acquainted with him and did any or what person or persons by name live and reside in the same house with the said Ramcaunt Roy at the time respecting which you have been last interrogated; and if yea did such person or persons live with the said Ramcaunt Roy and constitute with him an undivided Hindoo family, or otherwise and how? Do you know of any Partition or Division having taken place at any time and when between the said Ramcaunt Roy and all or any or either and which of the members of his family either in respect of food or property? If yea, did the parties take possession of the property which was allotted by such partition or division to each respectively and did the said Ramcaunt Roy retain or keep possession of any and what property after such division and partition? Did any and what change take place at any time and when after such partition or division in regard to the residence or manner of living of any or of either and of which of the members of the family of the said Ramcaunt Roy? If yea did the said Ramcaunt Roy continue after such partition or division to reside in the same house or place which he had occupied previously to such partition or division or did he remove to and reside at any other and at what place? If you shall say that the said Ramcaunt

Roy did change his place of residence how soon after such partition or division did such change take place and did all or any or either and which of the persons who were members of his family before such partition or division accompany the said Ramcaunt Roy to his new place of residence? If not in what place or places did the several persons who were members of the family of the said Ramcaunt Roy before such partition or division respectively reside or continue to reside after such partition or division? Did or did not the said Ramcaunt Roy continue to reside after such change or removal in the place to which he so removed after the said partition or division and until the period of his death? If not, in what place or places respectively did the said Ramcaunt Roy reside after the said partition or division and until the period of his death? How and in what manner did the said Ramcaunt Roy employ himself after the said partition or division and did he enter into or engage in any dealings or transactions of any and of what kind or description? If yea were such dealings or transactions carried on jointly with any person or persons and who or whom by name or were the same carried on by the said Ramcaunt Roy on his own separate and exclusive account as you know or for any and for what believe? Do you know whether the said Ramcaunt Roy kept any books or accounts relating to dealings or transactions which he carried on either jointly or separately after the period of such partition or division respecting which you have been before interrogated, if yea where were such Books or accounts kept or deposited during the lifetime of the said Ramcaunt Roy and who obtained possession thereof respectively after the death of the said Ramcaunt Roy? Do you know what person or persons by name kept or wrote the entries in the Books or accounts respecting which you have been last interrogated during all or any part of the lifetime of the said Ramcaunt Roy and subsequently to the said partition or division? If yea, are such person or persons living or dead and if dead when and where did he or they die as you know or have any and what reason to believe? When and where particularly did the said Ramcaunt Roy depart this life and did he die possessed of any and of what property real and personal or of either and of which and to what amount respectively as you know or have any and what reason believe? If not what became of the property which the said Ramcaunt Roy retained to himself at the time of such partition and division and if yea, what person or persons by name administered or took possession of all or of any and of what part of the property real or personal which belonged to the said Ramcaunt Roy at the time of his death and to what amount? Did any person or

persons and who or whom by name, after the death of the said Ramcaunt Roy collect in or receive any debt or debts sum or sums of money which was or were due and owing to the said Ramcaunt Roy at the time of his death upon any judgment Decree Bond Note or other Security. If yea, declare particularly what debt or debts sum or sums of money was or were received by such person or persons, and from what person or persons by name and when the same was or were received and in what manner such debt or debts was or were secured or adjudged to be due to the said Ramcaunt Roy at the time of his death as you know or have any and what reason to believe and particularly set forth under what authority or pretended authority such debt or debts was or were claimed collected or received by the person or persons who collected or received the same? Did or did not the said Ramcaunt Roy at any time after such partition or division respecting which you have been before interrogated, reunite himself in estate or Interests with all or with any or with either and with which of the members of his family with whom such partition or division was so made? If yea, when did such reunion take place and on what occasion? If you shall say that the said Ramcaunt Roy did not reunite himself with all or any or either of the members of the family from whom he severed at the time of such partition or division then declare your reasons for knowing or believing that such reunion did not take place and say whether from the nature of your intimacy and acquaintance with the said Ramcaunt Roy and with his affairs and dealings after such partition and division, any union or reunion of Interests with any other person or persons could have taken place without your knowledge thereof? Declare your knowledge and belief of the matters and things respecting which you have been herein interrogated unto fully and particularly together with the means of your knowledge and the reasons of your belief respectively?

Fourth Interrogatory. Were you or were you not acquainted with one Juggomohun Roy who in his lifetime was the father of the Complainant in the title of these Interrogatories named? If yea in what year did you first become acquainted with the said Juggomohun Roy and were you or were you not acquainted with the concerns or dealings or manner of living of the said Juggomohun Roy for any and for what period of time? If you shall have said that you were acquainted with the said Juggomohun Roy before the Bengal year one thousand two hundred and three then declare in what place the said Juggomohun Roy resided until the month of Agrun in that year? Did any and what person or persons by name live and reside with the said Juggomohun Roy at the

time last mentioned and together with him form one Hindoo family? If yea was such family previous to the time last mentioned divided or undivided? If undivided, did any partition or division take place at or about the time last mentioned, and did such partition or division occasion any and what change in the place or places of residence of any or of either and of which of the members who constituted such Hindoo family previously to such division? Was or was not any property real or personal allotted to the said Juggomohun Roy on the occasion of such partition or division and of any landed or real property was allotted to the said Juggomohun Roy what person or persons upon or after such partition or division took possession thereof? Do you or do you not know what person or persons by name received the rents and profits of the real or landed property respectively which you have been last interrogated after the period of such partition or division and during the lifetime of the said Juggomohun Roy? If yea declare the name or names of such person or persons, and for what period of time he or they received the rents or profits of such last mentioned real or landed property and the means of your knowledge herein? Do you or do you not know in whose possession the land or other real property which was so allotted to the said Juggomohun Roy at the time of such partition or division now is or are? If yea what person or persons is or are now possessed thereof or of any and of what part thereof? and how and by what means did such person or persons become possessed thereof? Do you know whether all or any and what part of the landed or real property which has so allotted to the said Juggomohun Roy at the time of such partition or division was at any time during the lifetime of the said Juggomohun Roy sold to any person or persons and who or whom by name or exchanged for any other landed or real property? If yea declare what person or persons by name sold or exchanged the landed or other property which had been so allotted to the said Juggomohun Roy and particularly describe the property which was so sold or exchanged the landed or other property which had been so allotted to the said Juggomohun Roy, and particularly describe the property which was so sold or exchanged and the particular time when such sale or exchange respectively took place? Where did the said Juggomohun Roy reside after the period of such partition or division and until the time of his death? How and in what manner did the said Juggomohun Roy employ himself after the said partition or division and did he enter or engage in any dealings or transactions of any and of what kind or description? If yea were such dealings or transactions carried on jointly with any

person or persons and who or whom by name or were the same carried on by the said Juggomohun Roy on his own separate and exclusive account as you know or for any and for what reason believe? Do you know whether the said Juggomohun Roy kept any Books or accounts relating to any dealings or transactions which he carried on either jointly or separately after the period of such partition or division respecting which you have been before interrogated if yea where were such Books or accounts kept or deposited during the lifetime of the said Ramcaunt Roy and Juggomohun Roy respectively? Do you know what person or persons by name kept or wrote the entries in the Books or accounts respecting which you have been last interrogated during all or any part of the lifetime of the said Ramcaunt Roy and Juggomohun Roy respectively and subsequently to the said partition or division, if yea are such person or persons living or dead and if dead when and where did he or they die as you know or have any and what reason to believe? When and where particularly did the said Juggomohun Roy depart this life and did he die possessed of any and of what property real and personal or of either and of which and to what amount respectively as you know or have any and what reason to believe? If yea what person or persons by name administered or took possession of all or of any and of what part of the property real or personal which belonged to the said Juggomohun Roy at the time of his death and to what amount? Do you or do you not know the circumstances or conditions of life of the said Juggomohun Roy after the said partition or division, and particularly during the latter period of his life? If you do what were the pecuniary circumstances of the said Juggomohun Roy at or about the period last mentioned and when particularly? If you shall have said that the said Juggomohun Roy was in affluent or in good circumstances, then declare if you know of what particular property the said Juggomohun Roy was possessed and of what the same consisted, and what became thereof at the time of his death. But if you shall have said that the said Juggomohun Roy was in distressed or embarrassed circumstances then declare how and by what means of knowledge you are enabled to depose thereto and your reasons particularly explain? Do you know or have you any and what reason to believe that at any time after the period of such partition or division respecting which you have been before interrogated the said Juggomohun Roy was concerned in any joint dealings or transactions of any kind or description either with his Brother the Defendant in the title of these interrogatories named or with his father Ramcaunt Roy? If yea what was the particular nature and extent of such dealings and transac-

tions and when and how long were they carried on? If not, do you on your oath believe that any joint dealings or transactions between the said Juggomohun Roy and the said Defendant and their said father Ramcaunt Roy could have been carried on without your becoming acquainted therewith? If you believe that such dealings and transactions could not have been carried on without your knowledge or privity set forth the grounds and reasons of such your belief herein fully and particularly. Do you know or have you any and what reason to believe that after the period of such partition and division, the said Juggomohun Roy reunited himself in respect estate and interest or in any other and in what manner with all or with any or with either and with which of the members of his family with whom such partition or division was so made? If yea when did such reunion take place and on what occasion? If you shall say that the said Juggomohun Roy did not reunite himself with all or any or either of the members of the family, from whom he severed at the time of such partition or division then declare your reasons for knowing or believing that such reunion did not take place and say whether from the nature of your intimacy and acquaintance with the said Juggomohun Roy and with his affairs and dealings after such partition and division any union or reunion of interests with any other person or persons could have taken place without your knowledge thereof? Declare your knowledge and belief of the matters and things respecting which you have been herein interrogated into fully and particularly together with the means of your knowledge and the means of your belief respectively.

Fifth Interrogatory. Have you had any and what opportunity or means of knowing the circumstances dealings and transactions of the Defendant in the title of these Interrogatories named and if yea at what period of time did you first become acquainted with the pecuniary dealings and transactions of the said Defendant? If you shall have said that you were acquainted with the affairs and circumstances of the said Defendant before the Bengal year one thousand two hundred and three Do you know of any partition or division of family or ancestorial property which took place in the month of Augrun in that year between the said Defendant and his father and brothers? If yea, do you know whether any and what Landed or real property was allotted to the said Defendant on the occasion of such partition or division? If yea what person or persons by name after such partition or division took possession of such property which was so allotted to the said Defendant? Do you or do you not know what person or persons by name now is or are in the possession of the said property which was so allotted to the

defendant or of any and of what part thereof? If yea, declare the same. Do you or do you not know whether one Ramcaunt Roy who in his lifetime was the father of the said Defendant and one Juggomohun Roy who in his lifetime was one of the brothers of the said defendant or either and which of them at any time after the period of such partition or division interfered with the possession or management of the landed property or of any part or parcel thereof which was so allotted to the said Defendant at the time of such partition or division? If yea declare the same and when particularly and how and in what manner the said Ramcaunt Roy and Juggomohun Roy or either of them interfered with the possession or management of such last mentioned property or of any and of what part thereof? But if you shall have said that the said Ramcaunt Roy and Juggomohun Roy did not interfere with the possession or management of the said last mentioned property then set forth the particular reasons which enable you so to depose and the means of your knowledge and the grounds of your belief herein fully and particularly Explain—Do you know what person or persons retained or took possession of the other parcels of landed property which on the occasion of the partition or division respecting which you have been before interrogated were respectively allotted to the other members of the said family? If yea declare the same fully and particularly—Did or did not the said Defendant at any time after such partition in any manner interfere with the possession or management of all or of any part of the landed property which had been so allotted to any or to either of the other members of his family at the time of the said partition? If not could he have interfered with the possession or management thereof without your knowledge or privity and if he could not set forth the particular reasons of your knowledge and the grounds of your belief herein fully and particularly and the whole truth declare.

Sixth Interrogatory. Do you know where the Defendant in the title of these interrogatories named resided at and before the time of the partition and division in the preceding interrogatory mentioned? If yea, declare the same—Did the said Defendant continue to dwell and reside in the same place after such partition or division or did he remove to any other and to what place of residence and how soon after such partition did the said Defendant so remove or change his place of residence. How did the said Defendant employ himself after the said partition or division and did he enter into or engage in any dealings or transactions of any and of what kind or description? If yea were such dealings or transactions carried on jointly with any person or persons and who or whom by name or were the same carried on by the said

Defendant on his own separate and exclusive account as you know or for any and for what reason believe? Do you know whether the said Defendant kept any Books or accounts relating to any dealings or transactions which he carried on either jointly or separately after the period of such partition or division respecting which you have been before interrogated if yea where were such Books or accounts kept or deposited during the lifetime of the said Ramcaunt Roy and Juggomohun Roy respectively? Do you know what person or persons by name kept or wrote the entries in the Books or accounts respecting which you have been last interrogated during all or any part of the lifetime of his father Ramcaunt Roy and his brother Juggomohun Roy respectively and subsequently to the said partition or division? If yea, are such person or persons living or dead and if dead when and where did he or they die as you know or have any and what reason to believe? Have you had any and what means of seeing or of inspecting the Books or accounts respecting which you have been last interrogated at any and what time or times during the lifetime of the said Ramcaunt Roy and Juggomohun Roy respectively and if yea in whose particular care or custody and in what house or place were such Books or accounts usually kept during the lifetime of the said Ramcaunt Roy and Juggomohun Roy respectively? Were such Books or accounts of the dealings and transactions respecting which you have been hereinbefore last interrogated at any time or times submitted to the inspection or examination of the said Ramcaunt Roy and Juggomohun Roy or of either of them or of any person or persons on their behalf. If not could such Books or accounts have been submitted to the Inspection or Examination of the said Ramcaunt Roy and Juggomohun Roy or of either of them or of any person or persons on their behalf. If not could such Books or accounts have been submitted to the inspection or examination of the said Ramcaunt Roy and Juggomohun Roy or of either of them or of any person or persons on the behalf of them or of either of them without your knowledge or privity? If not explain for what reason you know or believe that such Books or accounts could not have been so inspected or examined and the whole truth declare.

Seventh Interrogatory. Do you or do you not know a certain Talook called or known by the name of Govindpore in the Pergunnah of Jahanabad in the Zillah of Burdwan? If yea do you know whether the said Talook was purchased by the Defendant in the title of these interrogatories named or by any and by what person or persons by name on his behalf from any person or persons and who by name? If yea when and by whom and from whom and in whose name was the same pur-

chased? Do you or do you not know with whose funds or monies and on whose account the said Talook was purchased? If yea, Declare the same and particularly explain how you became acquainted with the circumstances connected with the purchase of the said Talook and with what particular fund or monies the same was purchased? Declare all you know of the matters and things in this Interrogatory enquired after and the means of your knowledge and the reasons of your belief particularly.

Eighth Interrogatory. Do you or do you not know a certain Talook situated and being in the Pergunnah of Chunderconah in the Zillah of Burdwan and called or known by the name of Rammesserpore? If yea do you know whether the said last mentioned Talook was purchased by the Defendant in the title of these Interrogatories named or by any and by what person or persons by name on his behalf from any person or persons and who by name? If yea, when and by whom and from whom and in whose name was the same purchased? Do you or do you not know with whose funds or monies and on whose account the said Talook was purchased If yea, Declare the same and particularly explain how you became acquainted with the circumstances connected with the purchase of the said Talook and with what particular fund or monies the same was purchased? Declare all you know of the matters and things in this Interrogatory enquired after and the means of your knowledge and the reasons of your belief particularly.

Ninth Interrogatory. Do you or do you not know that some time in or about the Bengal year one thousand two hundred and six the Defendant in the title of these Interrogatories named was about to proceed to Patna Benares and to other Provinces remote from Calcutta? If yea, do you know whether at or about that period of time and when particularly the Defendant executed any and what instrument in writing in the nature of a transfer of the several Talooks in the seventh and eighth Interrogatories mentioned to any person or persons and who or whom by name? If yea do you know for what purpose the said Instrument of Transfer was executed or why or from what reason or inducement the said Defendant was induced to execute the same? If yea declare the same fully and particularly. Look at the paper writing in the Persian Language and character now produced and shown to you at this the time of your Examination and marked with the Letter A and purporting to be a Bill of Sale executed by the said Defendant to one Rajiblochun Roy? Is or is not your name set and subscribed to the same as a Witness attesting the Execution thereof? If yea is the name or signature of your own proper handwriting and did you see the said

Instrument signed or executed by any person or persons and who by name? Was any and what sum of money paid or acknowledged to have been paid as and for the consideration of the said Instrument at or before the execution thereof as you know or have any and what reason to believe? Do you know whether or not the property in the said Instrument mentioned or any part thereof was afterwards managed or possessed by the party to whom the same was transferred? If yea how long was the same managed or possessed by him and did he manage or possess the same on his own account or in trust for any other person or persons and who or whom by name? Do you know who collected and received the Rents and Profits of the property in the said Instrument mentioned subsequently to and immediately after the date and execution thereof? If yea what person by name received the same and did he appropriate the same to his own use or account for the same to and with any other and what person by name and for what period of time did he collect such Rents and Profits either for himself or for any other and for what person by name? Declare all you know of the matters and things in this Interrogatory enquired after and the means of your knowledge and the reasons of your belief particularly.

Tenth Interrogatory. Look at the paper writings in the Bengal and Persian Languages and character now produced and shown to you at this the time of your examination marked with the Letters B & C is or is not your name subscribed thereto as a witness attesting the execution of the said Instruments or to one and which of them? If yea is the name or signature of your proper handwriting and did you see the said last mentioned instrument or either and which of them executed or signed by any and by what person or persons by name? Do you know one Gooroodoss Mookerjee whose name is in the said produced instrument mentioned marked B. If yea was the said Gooroodoss Mookerjee related in any and in what manner or degree to the Defendant in the title of these Interrogatories named and what was the age of the said Gooroodoss Mookerjee at the time of the date and execution of such last mentioned Instrument in writing? Do you know whether or not the said Defendant was married at the time of the date of the last mentioned instrument? If yea declare the same and say if you know whether at the time last mentioned the said defendant had any and what child or children—Declare all you know of the matters and things in this interrogatory enquired after and the means of your knowledge and the reasons of your belief particularly.

Eleventh Interrogatory. Look at the several paper writings in the Persian and Bengallee Languages and characters now produced and

shown to you at this the time of your examination respectively marked with the Letters D & E and purporting to be respectively granted and signed by the Collector of Burdwan and to be respectively sealed by the seal of office of the said Collector are you acquainted with the seal of office of the said Collector? If yea are the impressions of a seal which now appear on the said papers writing impressions respectively of the genuine seal of office of the said Collector of Burdwan as you know or for any and for what reason believe? Look at the signature C. T." which appear subscribed to each of the said papers writing and say whether or not you are acquainted with the handwriting of the person by whom such signature was written or subscribed? If yea how did you become acquainted with the handwriting of such person and was such person at the time of the date of such papers writing respectively officiating and acting as Collector of Burdwan? Declare all you know of the matters and things in this Interrogatory enquired after and the means of your knowledge and the reasons of your belief particularly.

Twelfth Interrogatory. Look at the paper writings in the Persian and Bengallee Languages and character now produced and shown to you at this the time of your examination respectively marked with the Letters D & E and purporting to be respectively signed and sealed by the Collector of Burdwan for the time being and read and attentively peruse such papers respectively. Do you know on what occasions or for what purposes such papers writing were respectively granted by or obtained from the Collector of Burdwan? If yea explain the same and particularly declare on what occasion by whose desire at whose instance and for what consideration such papers writing were granted by or obtained from the said Collector of Burdwan? Did any and what change of possession take place in respect of the property or any part thereof mentioned in the said papers writing in consequence of the granting or obtaining of the said papers writing or either of them? And if yea explain what was done in persuance of the granting or obtaining of such papers writing or of either of them Declare all you know of the matters and things in this Interrogatory enquired after and the means of your knowledge and the reasons of your belief particularly.

Thirteenth Interrogatory. Do you or do you not know who is now in possession of the Talooks of Govindpore and Rammesserpore in the seventh and eighth interrogatories mentioned? If yea declare the name or names of the person or persons who now is or are possessed thereof and how long have or hath such person or persons become possessed

of such Talooks respectively? Were such Talooks at any time and when in the possession or under the management of one Rajiblochun Roy? If yea, when particularly did he cease to hold the possession or to exercise the management thereof and to what person or persons by name and when did he deliver the possession or management thereof? Do you know on what occasion or for what consideration the possession or management of such Talooks was delivered by the said Rajiblochun Roy to such other person or persons? If yea declare the same—Do you know at or about what time a son was born to the defendant in the title of these Interrogatories named? If yea how soon before or after the birth of such son and when particularly were such Talooks transferred from the possession or management of the said Rajiblochun Roy to the possession or management of such other person or persons? Declare all you know of the matters and things in this Interrogatory enquired after and the means of your knowledge and the reasons of your belief particularly.

Fourteenth Interrogatory. Are you related to the defendant in the title of these Interrogatories named in any and in what manner or degree? If yea declare the same were you at any time and when the real or the nominal properietor of the Talooks of Govindpore and Rammesserpore in the seventh and eighth Interrogatories particularly described? If yea how and in what manner and when and by what mode of transfer and for what consideration did you become the real or nominal proprietor of such Talooks? How old were you at the time of such transfer and were such Talooks managed by you or by any other and by what person and for what period of time? Did you or did you not at any time and when particularly transfer or cause or suffer to be transferred by some and by what mode, to some other person or persons and who or whom by name? If yea declare the same and explain for what consideration and why and for what reason you transferred or parted with the possession of such Talooks? Did you receive any property or money or any other and what consideration or equivalent for the transfer of such Talooks? and if yea are you now in the possession of any property which you received at or after or as consideration for such transfer? If yea Declare the same. Declare all you know of the matters and things in this Interrogatory enquired after and the means of your knowledge and the reasons of your belief particularly.

Fifteenth Interrogatory. Do you know whether the Defendant in the title of these Interrogatories named at any time and when particularly lent and advanced any and what sum or sums of money to the Honorable Andrew Ramsay and Thomas Woodford Esquire who were

respectively Civil servants of the Honorable the East India Company on their Bengal Establishment or to either and to which of them? If yea declare the same and say if you know from what funds or from whose monies such sums or either of them were or was lent or advanced? If you shall have said that such sums or either of them were or was lent or advanced to the said Andrew Ramsay and Thomas Woodford or to either of them out of the proper monies of the Defendant then explain fully and particularly how and by what means you became enabled to know to whom such monies belonged? Do you know whether such monies have been received from the said Andrew Ramsay and Thomas Woodford or from either of them? If yea who hath or have received the same? and if such debts were secured by any Bonds notes or other securities what hath or have become thereof respectively as you know or have any and what reason to believe. Declare all you know of the matters and things in this Interrogatory enquired after and the means of your knowledge and the reasons of your belief particularly.

Sixteenth Interrogatory. Do you know a certain Putteney Talook situated in the Pergunnah of Jahanabad in the Zillah of Burdwan called Kissenagore and also a certain other Putteney Talook situated in the same Pergunnah and Zillah called Beerlook and also a certain other Putteney Talook situated in the Pergunnah of Bagrah in the zillah aforesaid and called Nangulparah and also a certain other Putteney Talook situated in the Pergunnah of Boorsut in the Zillah aforesaid and called Serampore and also a certain upper roomed house and ground thereunto belonging situated at Chowringhee in the Town of Calcutta which formerly belonged to one Elizabeth Fenwick and also a certain upper roomed garden house situated at Simlah in the Town of Calcutta which formerly belonged to one Francis Mendes and which Talooks and Houses respectively have been purchased by and are now in the possession of the Defendant in the title of these Interrogatories named If you know all or any or either of such Talooks or houses, do you know with whose funds or monies such Talooks or Houses or any or either and which of them were or was purchased? and if yea declare the same. If you shall have said that such Talooks or Houses or any or either of them were or was purchased by or with the proper monies of the said Defendant then explain fully and particularly how and by what means you have become enabled to know or depose that such monies belonged to the said Defendant exclusively? Declare all you know of the matters and things in this Interrogatory enquired after and the means of your knowledge and the reasons of your belief particularly.

Seventeenth Interrogatory. Do you know whether the Defendant in the title of these Interrogatories named now is or at any and what time hath been possessed of any and of what parcel or parcels of Rent free or Bermutter ground situated at Kissenagore in the Pergunnah of Jahanabad in the Zillah of Burdwan containing about three hundred Biggahs or any other and what quantity and which was purchased by the Defendant either with his own funds or jointly with any other person or persons? If yea declare the same. If you shall have said that the said Defendant hath not at any time been possessed of any such rent free or Bermutter ground so purchased by him, then declare for what reason and by what means you are enabled to state that the said Defendant did not at any time purchase or possess such Bermutter or rent free ground. Declare all you know of the matters and things in this Interrogatory enquired after and the means of your knowledge and the reasons of your belief particularly.

Eighteenth Interrogatory. Do you know a certain piece or parcel of ground situated at Roganauthpore in the Pergunnah of Jahanabad in the Zillah of Burdwan containing about sixteen biggahs of ground part whereof hath been converted into a garden by the defendant in the title of these Interrogatories named and on other part whereof a house hath been erected by the said Defendant. If yea was or was not the said piece or parcel of ground allotted to the said Defendant at the time of a Partition and division between the said Defendant and his father and brothers? If yea in whose possession did the said piece or parcel of ground continue from the time of such Partition until the said House was built thereon and until the said garden was formed? Do you know with whose funds and at whose expence the said House and Garden were respectively built and formed or made? If yea declare the same and how you are enabled to depose thereto and particularly declare when the said garden was formed? and at what particular period the Building of the said House was begun? who hath occupied or possessed the said House and Garden since the same were respectively built and made and who is or are in the present possession or occupation thereof respectively? Declare all you know of the matters and things in this Interrogatory enquired after and the means of your knowledge and the reasons of your belief particularly.

Nineteenth Interrogatory. Do you or do you not know who upon the death of Juggomohun Roy the Father of the Complainant in the title of these Interrogatories named took possession of the Estate or Effects rights or credits of the said Juggomohun Roy? If yea declare the same if you shall have said that the said Complainant took possession

thereof or administered the same Declare how and in what manner you became acquainted therewith and whether the Complainant to your knowledge or with your privity did any and what acts towards releasing or in any other administering the Estate or property or collecting in the debts of his said father and the particular instance or instances which came within your knowledge. Particularly explain. Declare all you know of the matters and things in this Interrogatory enquired after and the means of your knowledge and the reasons of your belief particularly.

Twentieth Interrogatory. Do you know a certain Talook situate in Pergunnah Chatu in the District of Midnapore and which at the time of the partition and division between Juggomohun Roy the father of the Complainant in the title of these Interrogatories named and the father and brothers of the said Juggomohun Roy in the Bengal year one thousand two hundred and three was allotted to the said Juggomohun Roy? If yea who after such partition obtained possession of and managed the said Talook? Was the said Talook at any time and when particularly after such partition sold by any and by what authority and in what manner and who was in the possession or management of such Talook at the time of the sale thereof? If you shall have said that the said Talook was sold on account of arrears of Revenue due to the Government of Fort William then declare what person or persons was or were held responsible for such arrears? did or did not the sale of the said Talook satisfy the arrears of such Revenue? if not were any other and what proceedings commence or prosecuted in any and in what manner against any person or persons for satisfying the balance of such arrears and what person or persons was or were compelled to pay or satisfy the same and how were the same paid or satisfied as you know or have any and what reason to believe? Was the Defendant in the title of these Interrogatories named at any time or in any manner concerned with the management of such Talook after such partition or Division or was he in any manner required to pay or to contribute towards the payment of the arrears of such Revenue. Declare all you know of the matters and things in this Interrogatory enquired after and the means of your knowledge and the reasons of your belief particularly.

Twenty first Interrogatory. Are you or are you not acquainted with the character and manner of handwriting of Juggomohun Roy who in his lifetime was the father of the Complainant in the title of these interrogatories named? If yea have you and how often have you seen him write or how otherwise have you become acquainted therewith? Look at the several papers writing now produced and shown to you at

this the time of your Examination and respectively marked F G & H and the signatures which appear subscribed thereto respectively and say if you know by whom such papers writing or any or either and which of them was or were written or subscribed? Declare all you know of the matters and things in this Interrogatory enquired after and the means of your knowledge and the reasons of your belief particularly.

Twenty second Interrogatory. Look at the papers writing in the Bengal and Persian Language and character now produced and shown to you at this the time of your examination and marked with the Letters A B C D & E. Is or is not your name subscribed as a witness attesting the execution of any or either and which of such produced writings? If yea is your name or signature of your own proper handwriting and if yea did you see the said papers writing or any or either and which of them signed or in any other and what manner executed by any and by what person or persons by name? Do you know whether the consideration mentioned in any or either and in which of such papers writing to which you are witness was paid by any person and by whom by name to any person and to whom by name? If yea declare the same and declare all you know of the matters and things in the Interrogatories enquired and the means of your knowledge and the reasons of your belief particularly.

Twenty third Interrogatory. Were you or were you not acquainted with the character of the handwriting of Juggomohun Roy who in his lifetime was the father of the Complainant in the title of these interrogatories named? If yea have you often seen him write or how otherwise did you become acquainted with his handwriting? Look at the papers writing now produced and shown to you at this the time of your examination and respectively marked with the Letters F G & H and say whether the said papers writing or any or either and which of them have or has been written or signed by the said Juggomohun Roy and particularly point out what parts or passages of such paper writings respectively are in the proper handwriting of the said Juggomohun Roy Declare all you know of the matters and things in this interrogatory enquired after and the means of your knowledge and reason of your belief particularly.

Last Interrogatory. Do you know of any other matter or thing that can tend to the benefit or advantage of the Defendant in the title of these Interrogatories named? If yea Declare the same fully and particularly.

B. Turner
Defendants Attorney. (Sd.) H. Compton.

Groopersaud Roy was produced and duly Sworn to these Interrogatories this 28th day of August 1818—Before me

(Sd). E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

Maunickram Mokerjee was produced and duly sworn to these Interrogatories this 3rd day of February 1819.

Before me
(Sd) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

Gopeymohun Chatterjee was produced and duly sworn to these Interrogatories this 28th day of August 1818.

This witness was not sworn in the ordinary way but in the manner declared by him to be the most binding on his conscience and admitted to be so by the Court Pundit by whom the oath was administered.

(Sd) E. C. Macnaghten.
(Sd) শ্রীতারাপ্রসাদ শর্ম্মণঃ

Before me
(Sd) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

Nundcoomar Bedalunkar was produced and duly sworn to the Interrogatories this 16th day of March 1819.

Before me
(Sd) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

Sworn in the same manner as the witness Gopeymohun Chatterjee.

E. C. M.

Ramtonoo Roy was produced and duly sworn to these Interrogatories this 16th day of March 1819.

Sworn in the same manner as the above witness.

E. C. M.
(Sd) শ্রীতারাপ্রসাদ শর্ম্মণঃ

Before me
(Sd) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

Buddinauth Ghose was produced and duly sworn to these Interrogatories this 1st (?) day of April 1819.

Before me
(Sd) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

Rajiblochun Roy was produced and duly sworn to these Interrogatories this 19th day of April 1819.

Before me
(Sd) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

Gooroodoss Mookerjee was produced and duly sworn to these Interrogatories this 2d day of April 1819.

Before me
(Sd) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

This witness was sworn in the above way.

(Sd) E. C. M.
(Sd) শ্রীরামজয় তর্কালঙ্কারস্য

Golucknarain Sircar was produced and duly sworn to these Interrogatories this 8th day of May 1819.

Before me
(Sd) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

Charles Trover Esq. was produced and duly sworn to these Interrogatories this 8th day of May 1819.

Before me
(Sd) E. C. Macnaghten
V. A. C.

Jussodanundun Ghose was produced and duly sworn to these Interrogatories this 13th day of May 1819.

Before me
(Sd) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

106. Petition of Rammohun Roy for a Rule. With Court's Order. (17 September, 1818.)

To

The Honorable Sir Edward Hyde East Knight Chief Justice and his Companions Justices of the said Supreme Court.

The Humble Petition of Rammohun
Roy the Defendant abovenamed

Sheweth

That on the Twenty Third day of June one thousand eight hundred and seventeen the Complainant filed His Bill of Complaint against Your Petitioners in this Honorable Court, and that on the Fourth day of October then next following Your Petitioner put in this Answer thereto. That a Replication to the said Answer was filed on the Nineteenth day of November last and a Rejoinder on the First day of December then next following. That on the Twenty seventh day of January in the present year one thousand eight hundred and eighteen Interrogatories were filed on the part of the said Complainant and on the Ninth day of April then next following One Witness on behalf of the Complainant was examined thereto, but that no further Witnesses have been since examined on behalf of the said Complainant. That Interrogatories on behalf of the said Defendant were also filed, On the Twenty seventh day of August last and Two Witnesses were produced and sworn thereon but as yet no Witnesses have been examined thereto. That on the Twenty eighth day of August the Letter a copy whereof is hereunto annexed marked A was written and sent by Mr. William Scott the attorney on Record for the said Complainant to James Simpson Esquire the Examiner of this Honorable Court.

That the said Complainant hath not in pursuance of the Letter of the said William Scott appointed any other Attorney of this Honorable Court to proceed in his said in the place or stead of the said William Scott.

That Your Petitioner hath at great expense subpoened Witnesses from Burdwan and Patna to give evidence on his behalf in this cause—and that they have been in Calcutta for many days but that such Witnesses cannot be examined by reason that the said Complainant hath not appointed any other Attorney to act in the place, of the said William Scott and that such Witnesses, if not immediately examined

will leave Calcutta and that it will be difficult hereafter to serve them with subpoenas so as to procure their attendance again.

Your Petitioner therefore prays that a Rule be made in this cause that all notices served on the sworn clerk in this cause of the Examination of Witnesses be deemed good and sufficient notice on the Complainant unless cause shewn to the contrary on Thursday the 24th day of September instant.

And Your Petitioner shall ever pray &ca.

(Sd) H. Compton.

Order:

Be it so

This Rule being served on the Complainant in the cause.

17th September, 1818.

(Sd) F. Macnaghten

B. Turner

Petitioners Attorney.

107. Deposition of Gopeemohun Chatterjee, a witness produced on the part of Rammohun Roy. (Examined 28 September, 1818.)

Deposition of a Witness taken in the above Cause by the Examiner of this Court————Gopeemohun Chatterjee of Mirzapore in Calcutta Mooktear aged thirty two years or thereabouts being produced as a witness on the part of the Defendant in this cause and a Note having been delivered to Mr. William Smith Attorney for the Complainant in this cause on the twenty eighth day of August one thousand eight hundred and eighteen of the name title and place of abode of the said Gopeemohun Chatterjee He the said Gopeemohun Chatterjee was afterwards on the said twenty eighth day of August one thousand eight hundred and eighteen Sworn and on the twenty eighth day of September in the said year was Examined on the Interrogatories filed by the said Defendant on the twenty seventh day of August one thousand eight hundred and eighteen and Deposeth as follows————

To the First Interrogatory this deponent saith that he is a Tehvildar or Cash keeper in the service of the Defendant Saith that he hath been in such service from the Bengal year one thousand two hundred and eight.

To the Second Interrogatory this deponent saith that he doth know the Complainant Govindpersaud Roy only son heir and legal personal representative of Juggomohun Roy deceased and the defendant Rammohun Roy in the title of these interrogatories respectively mentioned Saith that he hath known the said Complainant for about three years last past and that he hath known the said defendant for about seventeen or eighteen years last past.

To the Third Interrogatory this deponent saith that he never saw the said Ramcaunt Roy who was the father of the defendant in the title of these interrogatories named and of one Juggomohun Roy as he this deponent hath been informed from both Juggomohun Roy and the defendant Rammohun Roy Saith that he this deponent had no means of knowing or being acquainted with the relations or family of the said Ramcaunt excepting from having lived about seventeen or eighteen years with the said Rammohun Roy in Calcutta and from being informed that the said Ramcaunt Roy was the father of the said Juggomohun Roy, Rammohun Roy and Ramlochun Roy whom he this deponent never saw Saith that he hath heard that the said Ramcaunt Roy had two wives and five or seven brothers the exact number of whom he doth not recollect Saith that he never heard nor doth he know in what place or village the said Ramcaunt Roy lived and resided at any time and that he this deponent was never acquainted with him nor did he know what persons or person lived in the same house with him Saith that he doth not of his own knowledge know but that he hath been informed by the said Juggomohun Roy in his lifetime and by the defendant Rammohun Roy that a partition of the patrimonial estate both real and personal was had and made between the said father Ramcaunt Roy and his the said Ramcaunt Roys brothers in his lifetime but when the said partition took place he this deponent doth not recollect to have heard Saith that he hath also been informed by the said Juggomohun Roy and Rammohun Roy that the said Ramcaunt Roy in his lifetime divided part of his property real and personal between his three sons Juggomohun Roy Rammohun Roy and Ramlochun Roy and that the parties to such division took possession of such portions as were allotted to them and that the said Ramcaunt Roy retained and kept possession of a part of his said real and personal Estate but of what it consisted he this deponent doth not know Saith that he doth not know when the said partition took place Saith that he never heard nor doth he know what change took place at any time after such partition or division in regard to the residence or manner of living of the said members of the family of the said Ramcaunt Roy

or of any or either of them save and except that the said Rammohun Roy hath lived and resided for these last seventeen or eighteen years past sometimes in Calcutta and sometimes at Patna Benares Rungpore and Dacca and sometimes in Jessore Saith that he this deponent never accompanied the said Rammohun Roy to any of these places out of Calcutta Saith that he never heard where the said Ramcaunt Roy was living and residing at the time of the said partition and division or where he lived and resided after the said partition and division Saith that he this deponent hath heard that after such division that the said Juggomohun Roy continued to live and reside with his father the said Ramcaunt Roy as he this deponent was informed by the said Rammohun Roy and Bhobenmohun Roy and that his son Ramlochun Roy lived in a house at Radanaghur separate and apart from his said father Saith that the said Rammohun Roy lived and resided sometimes in Calcutta and sometimes at the other places which he this deponent hath mentioned and that he went on two several occasions to Langulparah to visit his wife and mother Saith that he hath heard from the said Rammohun Roy that the said Ramcaunt Roy died at Langulparah Saith that he doth not know in what manner the said Ramcaunt Roy employed himself after the said partition or division or that he entered into or engaged in any dealings or transactions of any kind or description whatever Saith that he doth not know whether the said Ramcaunt Roy kept any books or accounts relating to any dealings or transactions whatever at any time Saith that he doth not know of what property either real or personal the said Ramcaunt Roy died seized and possessed but hath heard that the said Ramcaunt Roy died seized and possessed of some real or personal property of which the said Juggomohun Roy became possessed after his death but what was the amount in value of such property he this deponent doth not know Saith that he doth not know what debts or dues to the said Ramcaunt Roy in his lifetime were collected after his death but that he hath heard from the said Rammohun Roy and Bhobunmohun Roy that the said Juggomohun Roy collected some debts and dues of the said Ramcaunt Roy after his death but that he did not hear what was the amount thereof or from whom the same were collected or by what authority he did so Saith that he doth not know whether the said Ramcaunt Roy did at any time after such partition or division respecting which he hath been before interrogated reunite himself in Estate and Interest with all or either or any of the members of his family with whom such partition or division was made Saith that he doth know from having kept the books of account of the said Rammohun Roy and from having from

time to time lent the said Juggomohun Roy sums of money out of the funds of the said Rammohun Roy on his the said Juggomohun Roys sole account that no reunion ever did take place between the said Ramcaunt Roy and any or either of the members of the family from whom he had severed at the time of such partition and division Saith that if any reunion had ever taken place he this deponent would certainly have heard of it.

To the Fourth Interrogatory this deponent saith that he was acquainted with one Juggomohun Roy who in his lifetime was the father of the Complainant in the title of these interrogatories named Saith that he first became acquainted with the said Juggomohun Roy in the Bengal year one thousand two hundred and fourteen Saith that he was not acquainted with the dealings or concerns or manner of living of the said Juggomohun Roy for any period of time Saith that he doth not know where the said Juggomohun Roy resided before the month of Augrun in the Bengal year one thousand two hundred and three or who lived and resided with him before or at that period Saith that he doth not know whether the said family of the said Juggomohun Roy was divided or undivided at the month of Augrun one thousand two hundred and three Saith that he doth not know of any division or partition which took place between the said Juggomohun Roy and any other x x said year one thousand two hundred and three Saith that he hath known that after a division and partition which had taken place the said Rammohun Roys mother lived at Langulparah the said Ramlochun Roy lived and resided at Radanaghur the said Rammohun Roy lived and resided sometimes in Calcutta and sometimes out of Calcutta but where the said Ramcaunt Roy and Juggomohun Roy lived and resided after such division and partition he this deponent doth not know nor hath he ever heard Saith that he this deponent hath heard from Rammohun Roy and Bhobunmohun Roy that some real and personal property was allotted to the said Juggomohun Roy on the occasion of such partition and division and that the said Juggomohun Roy took possession of the said real property which was so allotted to him but that he this deponent doth not know of what the same consisted nor what persons or person received the rents or profits of such landed property after the period of such partition and during the lifetime of the said Juggomohun Roy Saith that he doth not of his own knowledge know but that he hath heard from the Complainant Govindpersaud Roy that he the said Govindpersaud Roy is in the possession of the landed property which was allotted to the said Juggomohun Roy at the time of such partition or division Saith that

he doth not know what was the said real property or any part which was so allotted to the said Juggomohun Roy Saith that he hath heard from the said Complainant Govindpersaud Roy that he took possession of such Estate of which the said Juggomohun Roy died seized and possessed as his son and heir Saith that he doth not know nor hath he ever heard that all or any part of the said real property which was so allotted to the said Juggomohun Roy at the time of such partition or division was at any time during the lifetime of the said Juggomohun Roy or at any other time sold to any persons or person whatsoever or exchanged for any other landed or real property Saith that he doth not know nor hath he heard where the said Juggomohun Roy resided after the period of such partition and at the time of his death or in what manner he employed himself or whether he entered into or engaged in any dealings or transactions of any kind or description whatsover Saith that he hath heard that after such partition or division the said Juggomohun Roy was confined in the Gaol at Midnapore for a period of three years on account of a debt due to Government for Revenue Saith that he doth not know whether the said Juggomohun Roy kept any books or accounts relating to any dealings or transactions which he may have carried on either jointly or separately after the period of such partition respecting which he hath been before interrogated Saith that the said Juggomohun Roy died at Langulparah but in what year he this deponent doth not know but that he was informed thereof by the said Govindpersaud Roy and that he died seized and possessed of some real and personal Estate and property but to what amount or of what description he this deponent doth not know Saith that he hath also heard from the said Govindpersaud Roy that he administered unto and took possession of all the said real and personal property of which the said Juggomohun Roy died seized and possessed of at the time of his death Saith that he doth not know what the circumstances of the said Juggomohun Roy were at any time after the said partition and division or what his pecuniary circumstances were at any time Saith that he doth not know nor hath he any reason to believe that the said Juggomohun Roy was concerned in any joint dealings or transactions of any kind or description either with his brother in the title of these interrogatories named or with his father the said Ramcaunt Roy at any time after the period of such partition or division Saith that on his oath he believes that the said Juggomohun Roy could not have carried on any joint dealings or transactions with the said Rammohun Roy without his this deponents becoming acquainted x and x his reason for not believing are from his this deponents being the keeper

of the cash account of the said Rammohun Roy and that if any such joint dealings had been carried on they must have appeared in the said cash account of the said Rammohun Roy in which account he this deponent never saw nor did he ever make entries of such description Saith that he hath no means to believe that the said Juggomohun Roy x after such partition or division ever reunited himself in any respect or manner with all or with any of the members of his family with whom such partition or division was so made Saith that he believes that he should have known of such reunion by reason of his being in the service of the said Rammohun Roy if any such reunion had taken place.

J. A. Simpson }
Examr. }

(Sd.) শ্রীগোপীমোহন চট্টোপাধ্যায়

To the Fifth Interrogatory this deponent saith that he hath had the means and opportunity of knowing the circumstances and concerns dealings and transactions of the defendant in the title of these interrogatories named since the year one thousand two hundred and eight when he this deponent first entered into his service Saith that he was not acquainted with the affairs and circumstances of the said defendant on or before the Bengal year one thousand two hundred and three Saith that he this deponent doth not of his own knowledge know of any partition or division of family or ancestorial property which took place in the month of Augrun in that year between the said defendant and his father and brothers Saith that he this deponent heard from the defendant after he had been in his service that a division had taken place but when or what the particulars of the said division were he this deponent never heard Saith that he this deponent heard from the said Rammohun Roy that himself and his brothers Juggomohun Roy and Ramlochun Roy did after such partition and division take possession of such real and personal property as was allotted to them Saith that he hath further heard from the said Rammohun Roy and one Gooroodoss Mookerjee that the said Rammohun Roy is now in possession of the landed property which was allotted to him and that the heir or heirs but who they are he this deponent doth not know of the said Ramlochun Roy are now in possession of the landed property which was allotted to the said Ramlochun and that the Complainant Govindpersaud Roy is in possession of the landed property which was allotted to his father the said Juggomohun Roy Saith that he doth not know nor hath he heard that Ramcaunt Roy who in his lifetime was the father of

the defendant and Juggomohun Roy who was in this lifetime one of the brothers of the defendant or either of them did at any time after the period of such partition or division interfere with the possession or management of the landed property or of any part or parcel thereof which was so allotted to the said defendant at the time of such partition or division Saith that his reason for believing that the said Ramcaunt Roy and Juggomohun Roy never did interfere with the possession or management of the said landed property which was allotted to the said Rammohun Roy is from his this deponents having been in the service of the said Rammohun Roy for a period of eighteen years and from never having known an instance of their having done so during that time and from never having seen any mention made of any such interference in any of the books or papers belonging to the said Rammohun Roy but on the x thereof the possession of the said landed property appeared by the said books and papers to have been during that period in the exclusive possession of the said Rammohun Roy Saith that he hath not known nor hath he heard that the said Rammohun Roy at any time after such partition or division interfered with the possession or management of all or any part of the landed property which had been so allotted to any or either of the other members of his family at the time of the said partition Saith that he believes that if the said Rammohun Roy had so interfered he this deponent have heard of it from having been in the service of the said Rammohun Roy.

To the Sixth Interrogatory this deponent saith that he doth not know where the defendant in the title of these interrogatories named resided at or before the partition or division in the preceding interrogatory mentioned or where he resided immediately after the said division or partition or when that division or partition took place Saith that he hath known the said Rammohun Roy from the Bengal year one thousand two hundred and eight when he was living and residing in Calcutta Saith that he hath known the said Rammohun Roy from that time to the present leave Calcutta for the purpose of going to different places and of returning to Calcutta Saith that he this deponent hath known the said Rammohun Roy from that period receive the rents issues and profits of land situate out of Calcutta in the Zillah of Hooghly and the Zillah of Burdwan which sums were carried to his sole credit in his the said Rammohun Roys books Saith that he hath also known the said Rammohun Roy buy Company's paper in his own name and that he hath also heard that the said Rammohun Roy was in the service of some Gentleman at Rungpore but what was the nature of such

service he this deponent doth not know as he did not accompany the said Rammohun Roy to Rungpore Saith that the said Rammohun Roy at different times sent sums of money from Rungpore to Calcutta which sums of money were carried to the exclusive credit of the said Rammohun Roy in his books Saith that he doth know that the said defendant left books and accounts relating to such dealings and transactions which he carried on separately after the Bengal year one thousand eight hundred and two Saith that he this deponent had the custody and management of the said books as well during the lifetime of the said Ramcaunt Roy and Juggomohun Roy as since while he this deponent delivered into the said Rammohun Roy annually but where the said Rammohun Roy deposited them or who hath now the custody of them he this deponent doth not know Saith that the said books were written by him this deponent Kenooren Sircar and Bowanny Ghose Saith that the said Kenooren Sircar and Bhowany Ghose are now dead and that they both died somewhere in the district of Burdwan but when or in what particular village they respectively died he this deponent doth not know Saith that the entries made by the said Bhowanny Ghose in the said books of account of the said Rammohun Roy were made during the lifetime of the said Ramcaunt Roy and Juggomohun Roy and that the entries made in the said books by the said Kenoram Sircar were made subsequent to that period Saith that he this deponent daily saw the said books of account and subscribed his name to the same Saith that during the lifetime of the said Ramcaunt Roy and Juggomohun Roy the said books and accounts were in the particular care and custody of him this deponent and which he this deponent kept in a house occupied by the said Rammohun Roy in Calcutta Saith that he this deponent doth not know whether the said books and accounts were at any time or times submitted to the inspection of the said Ramcaunt Roy and Juggomohun Roy or to either of them or to any persons or person on their behalf Saith that he this deponent annually delivered in the said books of account to the said Rammohun Roy who might have submitted them to the inspection of the said Ramcaunt Roy and Juggomohun Roy without the knowledge of him this deponent or to either of them or to any person on their or either of their behalf but believes that if the said Rammohun Roy had done so he this deponent would have heard of the same from him the said Rammohun Roy.

To the Fifteenth Interrogatory this deponent saith that he doth not know whether the defendant in the title of these interrogatories named at any time lent or advanced any sum or sums of money to

the Honorable Andrew Ramsay a civil servant of the Honorable East India Company on their Bengal Establishment Saith that in the Bengal year one thousand two hundred and nine he this deponent held in his hands and custody a sum of two thousand rupees belonging to the said Rammohun Roy which sum of two thousand rupees together with the further sum of three thousand rupees which the said Rammohun Roy desired this deponent to buy from one Joykissen Sing and which he this deponent accordingly bought he this deponent delivered to the said Rammohun Roy which sum of five thousand rupees he this deponent by the order of the said Rammohun Roy delivered to one Juggernaut Mozumdar the reputed Sircar of Thomas Woodford Esquire also a Civil Servant on the Bengal Establishment and which sum he this deponent charged on the debit side of the account of the said Thomas Woodford with the said Rammohun Roy as so much money lent on the cash account of the said Rammohun from which circumstances he this deponent knows that the said sum of five thousand rupees belonged exclusively to the said Rammohun Roy Saith that he this deponent hath since by the desire of the said Rammohun Roy credited the said Thomas Woodford with the said sum of five thousand rupees from which circumstance he this deponent believe that the said sum of five thousand rupees has been repaid to the said Rammohun Roy by the said Thomas Woodford Saith that he doth not know whether the said debt was secured by any bond note or other security.

To the Sixteenth Interrogatory this deponent saith that he knows by name a certain Putteney Talook situate in the Pergunnah of Jahanabad in the Zillah of Burdwan called Krishnagore a certain other Putteney Talook situate in the said Pergunnah and called Beerlook and also a certain other Putteney Talook situate in the Pergunnah of Boyrah in the Zillah aforesaid and called Nangulparah and also a certain other Putteney Talook situate in the Pergunnah of Boorsut in the Zillah aforesaid called Serampore and that he hath seen the said Talooks respectively mentioned in the books of account of the said Rammohun Roy as belonging to him but that he doth not know when the said Talooks or any or either of them were purchased or with whose money these were respectively purchased Saith that he doth know a certain upper roomed house and ground thereto belonging situate at Chowringhee in the Town of Calcutta which formerly belonged to one Elizabeth Fenwick and also a certain upper roomed garden house situate at Simlah in the Town of Calcutta which formerly belonged to one Frances Mendes and which said two houses were purchased by him this deponent for the said Rammohun Roy out of his own proper

monies and are now in his the said Rammohun Roys possession Saith that all the said Talooks appear by the books of account of the said Rammohun Roy to be in his possession.

To the Nineteenth Interrogatory this deponent saith that he doth not of his own knowledge know but that he hath heard from the Complainant Govindpersaud Roy and from one Gooroodoss Mookerjee a cousin of the said Govindpersaud Roy that the said Govindpersaud Roy took possession of the Estate effects rights and credits of the said Juggomohun Roy on his death but that he never saw the said Govindpersaud to act or do any thing in the administering the effects of the said Estate.

To the Twenty first Interrogatory this deponent saith that he is acquainted with the character and manner of handwriting of Juggomohun Roy who in his lifetime was the father of the Complainant in the title of these interrogatories named and that he hath seen him write on two or three different occasions and is well acquainted with his handwriting This deponent looking at the paper writings now produced and shown to him at this the time of his examination and marked respectively F G & H and at the signatures which appear subscribed thereto respectively saith that he doth not know in whose hand the writing the body of the papers writings marked respectively F & G or the signatures set and subscribed to each of the said two paper writings or either of them is or are written Saith that the body of the paper writing marked H is of the proper hand writing of one Goculchunder x and the signature Juggomohun Roy sakhim Langulparah is of the proper handwriting of the said Juggomohun Roy Saith that he this deponent was not a subscribing witness to the execution of the said paper writing by the said Juggomohun Roy but that he was present when the said paper writing was written executed and attested Saith the names Sree Goculchunder Bose and Sree Kenoram Sircar set and subscribed as witnesses to the execution thereof are of their respective hand writing Saith that the said Goculchunder Bose is now living and that he this deponent doth not know whether the said Kenoram Bose is now living or dead.

To the Twenty third Interrogatory this deponent saith that he is acquainted with the character of the hand writing of Juggomohun Roy who in his lifetime was the father of the Complainant in the title of these interrogatories named Saith that he hath seen him write on three different occasions twice in Calcutta on both which occasions he granted acknowledgments for sums of money which he had borrowed from the said Rammohun Roy and once at Sulkea in the garden of Rada-

mohun Bonnerjee when he executed the paper writing marked H and in the preceding twenty first interrogatory enquired after this deponent looking at the paper writings now produced and shown to him at this the time of his examination marked F G & H saith that the name Sree Juggomohun Roy sakim Langulparah set and subscribed as the executing party to the exhibit H is of the proper handwriting of the said Juggomohun Roy and that no other part of any of the said three exhibits is of his the said Juggomohun Roys handwriting.

To the Last Interrogatory this deponent saith that he doth not know of any other matter or thing which may tend to the benefit or advantage of the defendant in this Cause.

J. A. Simpson
Examr. (Sd) শ্রীগোপীমোহন চট্টোপাধ্যায়

108. Deposition of Gooroopersaud Roy a witness produced on the part of Rammohun Roy. (Examined 1 October, 1818)

Deposition of a Witness taken in the above Cause by the Examiner of this Court———Gooroopersaud Roy of Simlah in Calcutta Zemindar aged forty seven years or thereabouts being produced as a witness on the part of the defendant in this Cause and a Note having been delivered to Mr. William Smith Attorney for the Complainant in this cause on the twenty eighth day of August one thousand eight hundred and eighteen of the name title and place of abode of the said Gooroopersaud Roy He the said Groopersaud Roy was afterwards on the said twenty eighth day of August one thousand eight hundred and eighteen Sworn and on the first day of October in the said year was Examined on the Interrogatories filed by the said defendant on the twenty seventh day of August one thousand eight hundred and eighteen and Deposeth as follows————

To the First Interrogatory this deponent saith that he has no situation or employment at present but that he subsists by the rents and profits of some Bermutter land which he has Saith that he was in the employ of Ramcaunt Roy the father of Juggomohun Roy and Rammohun Roy and Ramlochun Roy from the year one thousand two hundred and four to the year one thousand two hundred and seven Saith that on leaving the x Ramcaunt Roy in one thousand two hundred and seven he this deponent farmed some land from the Rajah of Burdwan and which farm he held for about a year since which period he hath subsisted from the rents and profits of his said Bermutter land.

To the Second Interrogatory this deponent saith that he doth know the Complainant and Defendant in the title of these interrogatories named Saith that he hath known the said Complainant Govindpersaud Roy from his the said Complainants childhood and that he hath known the said defendant Rammohun Roy from his the said defendants childhood.

To the Third Interrogatory this deponent saith that he did know one Ramcaunt Roy in his lifetime who was the father of the defendant in the title of these interrogatories named Saith that he was acquainted with the said Ramcaunt Roy from his this deponents own childhood and up to the time of the death of him the said Ramcaunt Roy Saith that the said Ramcaunt Roy was the uncle of him this deponent by the fathers side and that he this deponent was on terms of great intimacy with him in his lifetime and that he this deponent lived in the house with the said Ramcaunt from the time that he this deponent was about seventeen or eighteen years and that he still continues in the said house Saith that from the time that he this deponent went to reside in the said house the said Ramcaunt Roy continued to reside in the same house to the Bengal year eleven hundred and ninety six when he the said Ramcaunt Roy removed to another house Saith that he had from being nearly related to the said Ramcaunt Roy and from being intimately acquainted with him and his family up to the time of his death the means of knowing the family and relations of the said Ramcaunt Roy Saith that when he this deponent first became acquainted with Ramcaunt Roy the said Ramcaunt Roy had two sons namely Juggomohun Roy and Rammohun Roy and three wives Tarreenee Daby Rammoney Daby but that he doth not know the name of his eldest wife and five brothers Neimanund Roy the father of him this deponent Ramkissore Roy Gopeymohun Roy Ramram Roy and Bistnoram Roy Saith that when he this deponent first became acquainted with the said Ramcaunt Roy he was living in a village called Radanagore in the Pergunnah of Jahanabad in the Zillah of Burdwan then but now included in the Zillah of Hoogly Saith that at the time when he so became acquainted with the said Ramcaunt Roy all his said wives sons and brothers were living in the said house with him but that his said brothers were divided from him and from each other in food Estate and interest Saith that the said sons of the said Ramcaunt Roy formed an undivided family with him but that his brothers were divided as he this deponent hath already deposed Saith that he this deponent was informed by his said father Nimanund Roy that the said Radacaunt Roy and his said brothers had become divided many years previous to the birth of him

this deponent and that he this deponent hath after seen the papers which were drawn up and executed by the said Ramcaunt Roy and his said brothers at the time when such division or partition took place and which papers are now in the possession of him this deponent Saith that he doth know of a partition or division having taken place in the Bengal year one thousand two hundred and three between the said Ramcaunt Roy and his three sons Juggomohun Roy Rammohun Roy and Ramlochun Roy as to estate and property Saith that the said parties respectively took possession of such property as was allotted to them by such partition or division and the said Ramcaunt Roy retained and kept possession of the house at Burdwan about fifty or sixty biggahs of Bermutter lands partly situated at Chunderconah partly in this Pergunnah of Jahanabad and partly at Boira as also the Pergunnah of Gualla Bhome and Boorsut which he the said Ramcaunt Roy had in farm as also some Izarahs or farms which he held in farm from the Rajah of Burdwan the names and descriptions of which he this deponent is not acquainted with Saith that the said Ramcaunt Roy kept possession of no personal property either in money or otherwise that he this deponent ever knew or heard of Saith that no change took place immediately after such division and partition in regard to the residence or manner of living of any of the members of the family of the said Ramcaunt Roy Saith that about six months after such division the said Ramlochun Roy removed to a house situate at Radanaghur and that the said Ramcaunt Roy Juggomohun Roy and Rammohun continued to live in the said house at Langulparah and continued united as to food Saith that about nine months after the said division the said defendant Rammohun Roy came to reside in Calcutta but that his wives continued to live and reside with his father Ramcaunt Roy at Langulparah and which they continued to do up to the time of the said Ramcaunt Roys death Saith that the said Juggomohun Roy continued to live and reside in the said house at Langulparah up to the time of his death in the Bengal year one thousand two hundred and eighteen Saith that the family of the said Ramcaunt Roy continued to live in the said house up to the time of the death of the said Ramcaunt Roy and now continue to live and reside in the same Saith that the said Ramcaunt Roy after such partition and division went occasionally to Burdwan on business and that on such occasions he lived and resided in the house at Burdwan which he had reserved for himself but that his family continued to live and reside at the house at Langulparah Saith that on the occasions when the said Ramcaunt Roy went to reside at the said house at Burdwan no part of his family

accompanied him Saith that about three months previous to the death of the said Ramcanut Roy which took place in the month of Joistee in the Bengal year one thousand two hundred and ten the said Ramcaunt Roy went to reside at the said house in Burdwan where he died but that his family continued to live and reside at his house at Langulparah Saith after the said partition or division the said Ramcaunt Roy continued to hold possession of the farms of which he was in possession at the time of the said division or partition on his own account which he this deponent knows from having been at Burdwan on several occasions when the said Ramcaunt Roy came there for the purpose of transacting the business of the said farms which he always did in his own name Saith that the said Ramcaunt Roy did not at any time after said partition or division engage in any other business or employment to the knowledge of him this deponent either on his own account or on account of himself jointly with any other person or persons whomsoever Saith that he doth know that the said Ramcaunt Roy kept books of accounts relating to his dealings and transactions regarding the farms of which he this deponent hath already spoken after the period of such partition or division but that he this deponent never looked into the said books of accounts as to know how they were headed Saith that one Joyhurry Bose a sircar in the service of the said Ramcaunt Roy had the custody and charge of the said books during the lifetime of the said Ramcaunt Roy but that he this deponent doth not know who obtained possession of the said books after the death of the said Ramcaunt Roy Saith that he this deponent hath seen the said Ramcaunt Roy write in the said books and the said Joyhurry Bose and Bhobany Ghose make entries in the same after the period of such partition but what those entries or writings were he this deponent doth not know nor doth he know whether the said Joyhurry Bose or Bhowanny Ghose are alive or dead Saith that the said Ramcaunt Roy died at Burdwan in the Bengal year one thousand two hundred and ten which he this deponent know from having been present at the performance of his serhaud Saith that the said Ramcaunt Roy did not die possessed of any personal property whatsoever to the knowledge of his this deponent but that he died possessed of all the real property of which he stood possessed at the time of the said partition and division and of which he this deponent hath already spoken Saith that he this deponent doth not know the value of the real or immoveable properties of which the said Ramcaunt Roy died seized or possessed Saith that after the death of the said Ramcaunt Roy his widow Tarreeney Daby administered and took possession of all the real property which he died possessed of and which

he had retained to himself at the time of said partition and division and which she continues to do up to the present time but to what amounts in value the said real property was or is he this deponent doth not know Saith his means of knowing that the said Tarreeney Daby did take possession of such property are from having seen the servants of the said Tarreeney Daby take possession of the same in her name and which servants are well known to him this deponent Saith that the said Juggomohun Roy after the death of the said Ramcaunt Roy did collect and receive a sum of money but how much he this deponent doth not know from one Kirtee Sing on a judgment in the Zillah Court which had been obtained by the said Ramcaunt Roy in his lifetime Saith that the said Juggomohun Roy also collected and received another sum of money but how much he this deponent doth not know from one Benod Sumadar on a like judgment which he this deponent knows from having heard the same from the said Juggomohun Roy but in what years or year the x Juggomohun Roy realised and received the said amount of the said two several judgments he this deponent was not informed nor by which authority he so collected and received the sum Saith that he doth not know of any other debt or debts sum or sums of money that were due or owing to the said Ramcaunt Roy that were collected by any persons or person after his death Saith that the said Ramcaunt Roy did not at any time after such partition or division respecting which he hath been before interrogated reunite himself in Estate and Interest with any of the members of his family with whom such partition and division was made which he this deponent knows from having been in the daily habit of seeing him Saith that if such reunion had taken place he this deponent must certainly have known of the same from his this deponents great intimacy with the said Ramcaunt Roy and his family.

J. A. Simpson }
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To the Fourth Interrogatory this deponent saith that he was acquainted with one Juggomohun Roy who was in his lifetime the father of the Complainant in the title of these interrogatories named Saith that he first became acquainted with the said Juggomohun Roy when he this deponent was about eight or nine years of age but in what year that was he this deponent doth not recollect Saith that he was acquainted with the concerns and dealings and manner of living of the said Juggomohun Roy from the time that he this deponent first became acquainted

with him up to the Bengal year one thousand two hundred and seventeen Saith that he was acquainted with the said Juggomohun Roy before the Bengal year one thousand two hundred and three Saith that the said Juggomohun Roy resided in the house at Langulparah until the month of Augraun in that year and where he continued to reside up to the Bengal year one thousand two hundred and seventeen Saith that the said Ramcaunt Roy and his wives and the wives of the defendant Rammohun Roy lived and resided with the said Juggomohun Roy in the said house from the Bengal year one thousand two hundred and three to the Bengal year one thousand two hundred and seventeen and together with him formed one undivided Hindoo family as to food but not as to property Saith that previous to the year one thousand two hundred and three the said Juggomohun Roy his father the said Ramcaunt Roy and his brothers the said Rammohun Roy and Ramlochun Roy formed an undivided Hindoo family in every respect Saith that a partition or division did take place in the Bengal year one thousand two hundred and three Saith that the said partition and division did occasion a change in the place of residence of the said Ramlochun Roy who constituted one of the members of such Hindoo family previous to such division Saith that the said Ramlochun Roy six months after such division removed to a house at Radanaghur which had been allotted to him together with his mother and wife and that the other members of the family continued to live and reside in the house at Langulparah where such division had taken place Saith that the Talook of Hurryrampore the half of the dwelling house and land at Langulparah some other lands in the village of Langulparah some lands in the Pergunnah of Chetwa some other lands in the village of Kissenaghur and some other lands in the village of Radanaghur were allotted to the said Juggomohun Roy on the occasion of such partition or division but whether any personal property was or was not allotted to the said Juggomohun Roy he this deponent doth not know nor doth he know the quantity of lands which were so allotted to him under the said division Saith that the said Juggomohun Roy took possession of the said land and that he this deponent saw him take possession thereof Saith that one Roganaut Sircar and Nepaulchunder Roy both in the service of the said Juggomohun Roy received the rents and profits of the said landed properties respecting which he this deponent hath been last interrogated after the period of such partition or division and during the lifetime and up to the time of the death of the said Juggomohun Roy and that he this deponent saw them collect the rents and profits of the said landed property from time to time Saith that

the said Complainant Govindpersaud Roy is now in the possession of the real property which was so allotted to the said Juggomohun Roy at the time of such partition or division save and except the Talook of Hurryrampore which was sold by Government for arrears of Revenue in the Bengal year one thousand two hundred and seven or one thousand two hundred and eight Saith that the circumstances of the said sale was communicated to him this deponent by the said Juggomohun Roy during his lifetime exclusive of which he this deponent hath seen all the other lands in the possession of the said Juggomohun Roy in his lifetime and of the said Govindpersaud Roy after his death Saith that he was not present when the said Govindpersaud Roy took possession of the said landed property but he believes that he took possession thereof as heir to his father Saith that no part of the said property which was so allotted to the said Juggomohun Roy at the time of such partition or division was at any time during the lifetime of the said Juggomohun Roy sold to any persons or person whatever by him or exchanged for any other landed property save and except the Talook of Hurryrampore which was sold by Government for arrears of revenue Saith that the said Juggomohun Roy did after the period of such partition or division and up to the time of his death continue to live and reside at the house at Langulparah Saith that the said Juggomohun Roy after such division and partition employed himself in the collection of the rents and profits of his landed Estate but did not enter into or engage in any dealings or transactions of any kind or description whatever either solely for himself or jointly with any other persons or person whomsoever Saith that the said Juggomohun Roy kept books of accounts relating to his Zemindary transactions which books were written by the said Rogonaut Sircar and that the said books and accounts were in the custody of the said Rogonaut Sircar during the lifetime of the said Ramcaunt Roy and Juggomohun Roy Saith that the said Rogonaut Sircar kept the said books and wrote the entries therein from the time of the said partition and division and up to the time of the death of the said Ramcaunt Roy and Juggomohun Roy respectively Saith that he this deponent saw the said Rogonaut Sircar make entries in the said books from time to time during the said period Saith that the said Rogonaut Sircar is dead and that he died in the Bengal year one thousand two hundred and twenty two in the viallge of Kissenaghur in the neighbourhood of Langulparah Saith that he this deponent was present when the said Rogonaut Sircar died Saith that the said Juggomohun Roy died in the month of Chait in the Bengal year one thousand two hundred and eighteen at the said house at Langulparah which he this deponent knows

from having been present at his serhaud Saith that the said Juggomohun Roy died possessed of about 400 biggahs of aimah lands in the Pergunnah of Boorsut which he had acquired during his lifetime as likewise of the landed property which had been allotted to him by the said partition or division save and except the Talook of Hurryrampore Saith that he this deponent doth not know the amount in value of the landed property of which the said Juggomohun Roy died possessed or whether he died possessed of any personal landed property or no Saith that his son administered to and took possession of all the real property of which the said Juggomohun Roy died possessed at the time of his death but to what amount he doth not know Saith that the said Juggomohun Roy was during his lifetime and after the period of such partition or division in straightened circumstances as to money which he this deponent knows from having been in the constant habit of seeing the said Juggomohun Roy and being acquainted with his affairs Saith that the said Juggomohun Roy was during the latter period of his life in Gaol for debt for a period of two and a half years and that he this deponent heard from the said Juggomohun Roy after he had been released from his confinement that he had entered into an agreement to pay the said debt for which he had been so put in Gaol by Instalments Saith he doth not know nor hath he any reason to believe that the said Juggomohun Roy ever did at any time after the period of such partition or division enter into any concern or joint dealings or transactions of any kind or description either with his brother the defendant in the title of these interrogatories named or with his father the said Ramcaunt Roy Saith that he this deponent forgot to mention that the said Juggomohun Roy had during his lifetime purchased the Talook of Mirzamaree for the sum of 650 rupees but which was sold by Government for arrears of revenue before his death Saith that he doth on his oath believe that if the said Juggomohun Roy and the said defendant and their father the said Ramcaunt Roy had carried on any joint dealings or transactions the same could not have been carried on without his this deponents being acquainted therewith as this deponent was in the daily habits of seeing the said Juggomohun Roy Rammohun Roy and Ramcaunt Roy and was acquainted with their dealings and transactions Saith that he doth not know nor hath he any reason to believe that the said Juggomohun Roy did after the period of such partition and division reunite himself with respect to estate and interest with all or any or either of the members of his family with whom such partition or division had been so made and that he this deponent ever after the said partition and division saw the said Juggomohun Roy tran-

sact business in his own exclusive name and on his own exclusive account Saith that he hath every reason to believe that the said Juggomohun Roy never did x in any manner as to interest and property with any of the members or member of the said family after such partition or division and that if such reunion had taken place he this deponent must have known the same.

To the Fifth Interrogatory this deponent saith that he hath had no opportunity or means of knowing the circumstances concerns dealings and transactions of the defendant in the title of these interrogatories named either before or since the Bengal year one thousand two hundred and three or since that period Saith that he doth know of a partition or division of family or ancestorial property which took place in the month of Augrun in the Bengal year one thousand two hundred and three between the said defendant and his father and brothers Saith that by the said partition and division the half of the said house at Langulparah was allotted to the said defendant Saith that about 75 biggahs of land at Poorinda Chuck in Chunderconnah were also allotted to him likewise about 25 biggahs of land at the village of Langulparah some lands at the village of Kishenagur but what quantity of land he this deponent doth not know also some land at a village called Chuck bedoo but of what quantity he doth not know also a dwelling house in Calcutta as he this deponent believes at Jooroosackoo Saith that he doth not know of any other property either real or personal which was allotted to the said Rammohun Roy by the said division or partition Saith that after such partition and division the said Rammohun Roy took possession of such property which was so allotted to him and that he is now in the possession thereof which he this deponent knows from having seen Juggernaut Mozumdar the Naib of the said defendant grant Pottahs and receipts in the name of the said defendant Saith that he knows that the said Juggernaut Mozumdar was the naib of the said defendant from having heard the said defendant say that he was and from having seen letters in the defendants handwriting in the possession of the said Juggernaut Mozumdar directing him on the subject of his duty Saith that he did know one Ramcaunt Roy who in his lifetime was the father of the said defendant and one Juggomohun Roy who in his lifetime was one of the brothers of the said defendant and that they the said Ramcaunt Roy and Juggomohun Roy never did at any time after the period of such partition or division interfere with the possession or management of the landed property or of any part or parcel thereof which was so allotted to the said defendant at the time of such partition or division which he this deponent knows from having seen the

said Juggernaut Mozumdar manage and transact the affairs and business of the said Rammohun Roy and from never having seen the said Ramcaunt Roy and Juggomohun Roy or either of them ever in any instance interfere or meddle with any transaction regarding any thing which belonged to the said Rammohun Roy which if they had done he this deponent x believes that the same must have come to his knowledge Saith that he doth know that the said Juggomohun Roy and Ramlochun Roy took possession of the other parcels of landed property which on the occasion of the said partition were respectively allotted to them Saith that the said defendant never did at any time after such partition interfere in any manner with the possession or management of all or any part of the landed property which had been so allotted to the other members of the said persons under the said partition and division Saith that the said defendant could not have interfered with the said possession and management of the property which had been so allotted to the other members of the family without the knowledge and privity of him this deponent as he this deponent was well acquainted with their respective dealings and transactions and that he never knew an instance in which the said defendant so interfered.

To the Sixth Interrogatory this deponent saith that he doth know that the defendant in the title of these interrogatories named did before and at the time of the said partition and division and after the said partition and division and up to the Bengally year one thousand two hundred and twenty three lived and resided at the said house at Langulparah Saith that in the year one thousand two hundred and twenty three the said defendant removed himself and family to a house at Rogonauthpore where his family hath since lived and resided Saith that he doth not of his own knowledge know how the said defendant employed himself after the said partition or division but hath heard that he entered into the employment of one Mr. Woodford and of some other gentleman but what was the nature of his employment he doth not know nor doth he know whether the said Rammohun Roy entered into such service and employment for his own exclusive benefit or jointly with any other persons or person Saith that he this deponent doth not know of any transactions or dealings of any kind or desrciption which the defendant carried on at any time after the said partition and division either on his separate and exclusive account or on account of himself jointly with any other persons or person whomsoever Saith that from and after such partition and division the said defendant Rammohun hath been mostly absent from his family house at Langulparah from which he this deponent is very little acquainted with the

transactions and dealings of the said Rammohun Roy subsequent to the said partition and division Saith that he doth not know whether the said defendant kept any books or accounts relating to any dealings or transactions which he may have carried on jointly or separately after this period of such partition or division but that he this deponent hath never seen or heard of any such books of accounts.

To the Seventh Interrogatory this deponent saith that he doth know of a certain Talook called or known by the name of Govindpore in the Pergunnah of Jahanabad in the Zillah of Burdwan Saith that he doth not know of his own knowledge but hath heard from one Gungadhur Ghose that the said Gungadhar Ghose had sold the said Talook to the said defendant Saith that he heard the same from the said Gungadhur Ghose in the year one thousand two hundred and six that he had sold the said Talook in that year to the said defendant Saith that he heard no particulars respecting the same in which the said Talook was purchased nor doth he know the name in which the same was purchased Saith that he doth not know nor hath he heard with whose funds or monies or on whose account the said Talook was purchased other than what he this deponent hath already said.

To the Eighth Interrogatory this deponent saith that he doth know of a certain Talook situate and being in the Pergunnah of Chunderconah in the Zillah of Burdwan and called or known by the name of Rammesserpore Saith that he doth not know but that he hath heard from one Ramtonoo Roy that he the said Ramtonoo Roy had sold the said last mentioned Talook to the said defendant in the title of these interrogatories named in the Bengal year one thousand two hundred and six Saith that he further heard from the said Ramtonoo Roy that the said purchase was made by the said Rammohun Roy in his own name Saith that he doth not know with whose funds or monies or on whose account the same was purchased but that he doth know that the same is now in the possession of the said Rammohun Roy.

J. A. Simpson }
Examr. }
(Sd) শ্রীগুরুপ্রসাদ রায়

To the Thirteenth Interrogatory this deponent saith that he doth know who is now in possession of the Talooks called Govindpore and Rammesserpore in the seventh and eighth interrogatories mentioned Saith that the defendant Rammohun Roy is now in the possession thereof and hath been in such possession ever since the Bengal year one thousand two hundred and six Saith that the said Talooks have

been under the management of one Rajiblochun Roy from the said Bengal year one thousand two hundred and six up to the present time and that he had had such management as subracar or Manager for the said defendant Rammohun Roy which he this deponent knows from having seen the said Rajiblochun Roy render accounts for these fifteen or sixteen years last past x Juggernaut Mozumdar a Naib on behalf of the said defendant Saith that he never knew the said Talooks in the possession or management or possession of any other person than the said Rajiblochun Roy Saith that he did not know the said Talooks previous to the Bengal year one thousand two hundred and six and that the said Rajiblochun Roy hath ever since that passed hand and now has the possession of the said Talooks as Naib subracar or manager for and on account of the said Rammohun Roy Saith that he doth know that a son was born to the defendant in the title of these interrogatories named in the Bengal year one thousand two hundred and seven but that he doth not know of any transfer that was ever made of the said Talooks from the possession or management of the said Rajiblochun Roy to the possession or management of any other person or persons either before or after the birth of such son.

To the Sixteenth Interrogatory this deponent saith that he doth know a certain Putteney Talook situate in the Pergunnah of Jahanabad in the Zillah of Burdwan called Kissenaghur and also a certain other Putteney Talook situate in the same Pergunnah and Zillah called Beerlook and also a certain other Putteney Talook situate in the Pergunnah of Bograh in the Zillah aforesaid and called Nangulparah and also a certain other Putteney Talook situate in the Pergunnah of Boorsut in the Zillah aforesaid called Serampore also a certain upper roomed garden house situate at Simlah in the Town of Calcutta which formerly belonged to one Francis Mendes which Talooks and house respectively are in the possession of the defendant in the title of these interrogatories named and that he this deponent hath seen the same in the possession of the said defendant Saith that he doth not know with whose funds or monies the said Talooks and houses were purchased or x purchased them or any or either of them Saith that he doth not know of any upper roomed house and ground thereto belonging which did at any time belong to one Elizabeth Fenwick or that such a house is now in the possession of the defendant.

To the Eighteenth Interrogatory this deponent saith that he doth know a certain piece or parcel of ground situate at Rogonautpore in the Pergunnah of Jahanabad in the Zillah of Burdwan containing about sixteen biggahs of ground Saith that a part of the same hath been

converted into a garden by Juggernaut Mozumdar the Naib of the defendant in the title of these interrogatories named and on another part thereof a house hath been erected by the said Juggernaut Mozumdar naib of the said defendant for and on account of the defendant where the family of the said defendant hath lived and resided ever since the Bengally year one thousand two hundred and twenty three Saith that the said piece or parcel of ground was not allotted to the said defendant Rammohun Roy at the time of the said division and partition between the said defendant and his father and brothers Saith that the said piece or parcel of ground was not in the possession of any persons or person from the time of the said partition until the said house was built thereon until the said garden was formed Saith that he believes that the said land then belonged to the Sircar or lord of the soil whom he this deponent believes was the Rajah of Burdwan Saith that he doth not of his own knowledge know but believes that the said house was built and garden formed and made with the funds and at the expence of the said defendant Rammohun Roy and which belief is founded on the said Juggernaut Mozumdar superentending the building of the said house and the forming of the said garden and from their having been afterwards taken possession of and the said house inhabited by the family of the said defendant Saith that the forming of the said garden was commenecd in the Bengal year one thousand two hundred and twenty one x x x completed in the Bengal year one thousand two hundred and twenty two Saith that the building of the house was commenced in the Bengal year one thousand two hundred and twenty two and during that year there were buildings erected so as to accomodate the family of the said Rammohun Roy Saith that additions to the said buildings have been constantly making from time to time and that there are now some additional building making there Saith that the family of the said Rammohun Roy have since the month of Maugh in the Bengal year one thousand two hundred and twenty three been in the occupation of the said house and garden and are now in the possession thereof and that the said defendant Rammohun Roy hath visited them once during that period.

To the Nineteenth Interrogatory this deponent saith that he doth know that on the death of the said Juggomohun Roy the father of the Complainant in the title of these interrogatories named he the said Complainant took possession of the Estate rights effects and credits of the said Juggomohun Roy Saith that he saw the said defendant after the death of his said father in the possession of the said landed property which had belonged to him during his lifetime and at the time of his

death Saith that he hath seen the said Complainant from time to time collect the rents issues and profits of the said landed Estate but that he this deponent doth not recollect particularly in receiving or collecting x x x said Complainant having done any act towards recovery or in any other manner administering to the personal estate or property of his said father or of his ever collecting in any of the debts which may have been due to his said father Saith that he hath heard from the said Complainant that he the said Complainant had settled with Government for the arrears of revenue which had been due from his said father during his lifetime.

To the x Interrogatory this deponent saith that x with the character and manner of handwriting of the said Juggomohun Roy who in his lifetime was the father of the Complainant in the title of these interrogatories named Saith that he hath often seen the said Juggomohun Roy write. This deponent looking at the several paper writing now produced and shown to him at this the time of his examination and respectively marked with the letters F G & H and at the signatures which appear set and subscribed thereto respectively saith that the whole of the paper writing marked with the letter F excepting the writing x in the English language and character is of the proper handwriting of the said Juggomohun Roy Saith that the whole of the body of the paper writing marked with the letter G is x Juggomohun Roy set and subscribed thereto as the parties executing the same is of the proper handwriting of the said Juggomohun Roy Saith that he doth not know in whose handwriting the names Sree Juggernaut Mozumdar and Sree Jushadhar Nundan Ghose which appear set and subscribed as witnesses to the execution thereof are or is Saith that he doth not know in whose handwriting the body of the paper writing marked with the letter x x the names x x x Doss which x set and subscribed thereto as the witnesses to the execution thereof or any or either of them are or is x x the name Sree Juggomohun Roy which appears set and subscribed thereto as the party executing the same is of the proper handwriting of the said Juggomohun Roy Saith that he was not present at the execution of all or any of x x x the said paper writings were executed by the x Juggomohun Roy.

To the Twenty third Interrogatory this deponent saith that he was acquainted with the character and manner of handwriting of Juggomohun Roy who in his lifetime was the father of the Complainant in the title of these interrogatories named Saith that he hath often seen the said Juggomohun Roy write and that he thereby became acquaint-

ed with his handwriting this deponent looking at the paper writings now produced and shown to him at this the time of his examination marked with the letters F G & H saith the the said paper writings marked G & H were both respectively signed by the said Juggomohun Roy and that the body of the said paper writing marked G is also of his handwriting the names Sree Juggernaut Mozumdar and Sree Jussudhur Nundan Ghose set and subscribed to the paper writing marked G as attesting witness thereof are not of the handwriting of Juggomohun Roy and that he doth not know in whose handwriting x x x he does not know in whose handwriting the body of the exhibit H is or the subscribing witnesses whose names are thereto subscribed Saith that the whole of the paper writing marked F is in the proper handwriting of the said Juggomohun Roy.

To the Last Interrogatory this deponent saith that he doth not know any other matter or thing which may tend to the benefit or advantage of the defendant in the title of these interrogatories named.

J. A. Simpson }
Examr. }

(Sd) শ্রীগুরুপ্রসাদ রায়

109. Deposition of Manikram Mukerjee a witness produced on the part of Rammohun Roy. (Examined 10 February 1819)

Deposition of a Witness taken in the above Cause by the Examiner of this Court—

Maunickram Mookerjee of Maunicktollah in Calcutta Mooktear aged fifty eight years or thereabouts being produced as a witness on the part of the defendant in this cause and a note having been delivered to Mr. William Smith Attorney for the Complainant in this Cause on the third day of February one thousand eight hundred and nineteen of the name title and place of abode of the said Maunickram Mookerjee He the said Maunickram Mookerjee was afterwards on the said third day of February one thousand eight hundred and nineteen sworn and on the tenth day of February in the said year was Examined on the Interrogatories filed by the said defendant on the twenty seventh day of August one thousand eight hundred and eighteen and Deposeth as follows—

To the First Interrogatory this deponent saith that he is a Mooktear in the service of one Ojoodah Loll Gosain and has some Bermutter land

of his own property by the rents and profits whereof and his salary as such Mooktear he subsists Saith that he this deponent hath been in the said service for forty years last past.

To the Second Interrogatory this deponent saith that he doth not know Govindpersaud Roy the Complainant in this Interrogatory named but doth know Rammohun Roy the defendant in the title of these interrogatories named and hath known him for the last twenty five or twenty six years.

To the Ninth Interrogatory this deponent saith that he doth not know that the defendant in the title of these interrogatories named was in the Bengal year one thousand two hundred and six or at any other time about to proceed to Patna Benares or to any other province or provinces remote from Calcutta Saith that he doth know that in the Bengal year one thousand two hundred and six the defendant Rammohun Roy executed a Cowallah or Bill of Sale in the Persian language and character to one Rajiblochun Roy whereby he conveyed to him the said Rajiblochun Roy two villages called Govindpore and Rammesserpore to which instrument he this deponent became a subscribing witness at the time of the execution thereof Saith that at the time of the execution thereof the said Rammohun Roy said in the presence of this deponent that he had in consideration of having received the amount of the purchase money of the said two villages executed the said Cowallah. This deponent looking at the paper writing in the Persian language and character now produced and shown to him at this the time of his examination and marked with the letter A and purporting to be a Cowallah or Bill of Sale executed by the said defendant Rammohun Roy to one Rajiblochun Roy saith that his this deponents name is set and subscribed to the same as a witness attesting the execution thereof Saith that his said name and signature subscribed to the said Cowallah or Bill of Sale is of this deponents own proper handwriting Saith that he this deponent saw the said paper writing marked with the letter A executed by the defendant Rammohun Roy by his subscribing his name thereto Saith that he the deponent saw no money paid at the time of the execution of the said paper writing but heard the defendant Rammohun Roy say x x x four thousand and one rupees as the consideration money for executing this Bill of Sale or Cowallah Saith that he this deponent doth not of his own knowledge know whether or not the property in the said instrument mentioned or any part thereof was at any time after the execution of the said Bill of Sale managed or possessed by the said Rajiblochun Roy Saith that he this deponent doth not know who col-

lected or received the rents and profits of the property on the said Bill of Sale mentioned at any time subsequent to the execution thereof.

D. Heming }
Examiner }

(Sd) শ্রীমাণিকরাম মুখোপাধ্যায়

110. Deposition of Ramtonoo Roy a witness produced on the part of Rammohun Roy. (Examined March, 1819)

Deposition of a Witness taken in the above Cause by the Examiner of this Court.—

Ramtonoo Roy of Monicktollah in Calcutta Dewan aged thirty eight years or thereabouts being produced as a witness on the part of the Defendant in this cause and a note having been delivered to Mr. William Smith Attorney for the Complainant in this cause on the sixteenth day of March one thousand eight hundred and nineteen of name title and place of abode of the said Ramtonoo Roy He the said Ramtonoo Roy was afterwards on the said sixteenth day of March one thousand eight hundred and nineteen sworn and x x x year was Examined on the Interrogatories filed by the said Defendant on the twenty seventh day of August one thousand eight hundred and eighteen and Deposeth as follows—

To the First Interrogatory this Deponent saith that he was the Dewan to the Salt Agent at Tumlook which situation he resigned on the twenty third of February last Saith that he maintains himself by the rents and profits of his real estate and the interest of his immoveable estate Saith that he was in the situation of Dewan at x for about one year previous to which he was employed as Naib Dewan to the said Salt Agent for about x and during that period he was employed as Peishcar also.

To the Second Interrogatory this deponent saith that he knows the Complainant and the Defendant in the title of these interrogatories named Saith that he hath known the Complainant Govindpersaud Roy from his birth and that he hath known the Defendant Rammohun Roy from his this deponents childhood.

To the Third Interrogatory this Deponent saith that he did know one Ramcaunt Roy who in his lifetime was the father of the Defendant in the title of these interrogatories named Saith that he knew the said Ramcaunt Roy from his this deponents infancy up to the time of the Death of him the said Ramcaunt Roy Saith that the said Ramcaunt Roy

was the uncle of him this deponent and that he this deponent was intimately acquainted with the said Ramcaunt Roy Saith that he this deponent lived in the same homestead with the said Ramcaunt Roy and by reason thereof had every means of knowing the relations and family of the said Ramcaunt Roy Saith that the said Ramcaunt Roy had three sons three wives and six brothers x this deponent first became acquainted with him x that his eldest son was named Juggomohun Roy who x his father Saith that his second son was named Rammohun Roy who is the Defendant in this suit Saith that his third son was named Ramlochun Roy who died after the death of his father Saith that his eldest wife was named Soobhodra Daby who died after her husband Saith that his other two wives were named Tarreney Daby and Rammoney Daby who are still living Saith that the eldest brother of the said Ramcaunt Roy was named Neemanaund Roy who is dead and died about two years ago Saith that his second brother was named Ramkissore Roy who is also dead and died about five years Saith that his third brother was named Radamohun Roy who died many years ago and before this deponent hath any recollection Saith that his fourth brother was named Gopeymohun Roy who is also dead and died in the Bengal year one thousand two hundred and x Saith that his fifth brother was named Ramram Roy who is dead and died many years ago and before he this deponent can recollect Saith his sixth and youngest brother was named Bistoram Roy who is also dead and died a little more than a year ago Saith that the said Ramcaunt Roy lived and resided in the village of Radanagore in the Pergunnah of Jahanabad then in the Zillah of Burdwan but now in the Zillah of Hooghly where he this deponent first knew him Saith that at that time his brothers Neemanund Roy Ramkissore Roy Gopeymohun Roy and Bistoram Roy and the descendants of his brother Radamohun Roy and his brother Ramram Roy lived and resided in the same homestead but that they did not constitute an undivided Hindoo family with him in any respect Saith he doth not of his own knowledge know of any partition or division that took place at any time between the said Ramcaunt Roy and the other members of his family but that he hath heard from the said Ramcaunt Roy and his brothers and their descendants as also from his this deponents father Gopeymohun Roy that a partition had taken place between the said Ramcaunt Roy and his brothers in respect of food and property both real and personal and that all the parties to the said division took possession of the respective shares so allotted to them and that the said Ramcaunt Roy also main-

tained and kept possession of such property after such partition and division Saith that he this deponent doth not recollect the partition and consequently cannot say what change took place after it but that from the time that he this deponent can recollect the said Ramcaunt Roy he the said Ramcaunt Roy lived separate and apart from his brothers as to food and property Saith that he this deponent understood that the said partition and division took place in the said house in which the said Ramcaunt Roy was living when he this deponent first knew him where he continued to live until the Bengal year one thousand one hundred and ninety eight but how long that was after the said partition and division he this deponent doth not know Saith that the said Ramcaunt Roy was accompanied by his three wives and his three sons when he so removed from the said house at Radanagore and when he went to reside at Langulparah Saith that when the said Ramcaunt Roy so removed to Langulparah his brothers together with their descendants continued to live and reside at the said house at Radanaghur Saith that the said Ramcaunt Roy continued to live and reside at the said house at Langulparah up to the Bengal year one thousand two hundred and three when he the said Ramcaunt Roy made a division of his property between his three sons reserving a part for himself and personally removed to the Town of Burdwan at which place he died in the Bengal year one thousand two hundred and ten Saith that the said Ramcaunt Roy continued to manage the affairs and concerns of such part of his property as he had reserved to himself up to the time of his death exclusively on his own account but that he entered into no transactions jointly with any other persons of person whomsoever Saith that from the time when he this deponent first recollects the said Ramcaunt Roy up to the time of his death the said Ramcaunt Roy never carried on any business jointly with any person or persons whomsoever Saith that he doth know that the said Ramcaunt Roy kept books of accounts relating to his own dealings and transactions which he so carried on separately on his own account from the time that he this deponent first knew him up to the period of his death Saith that such books and accounts were always kept in custody and possession of Joyhurry Bose and Rogunath Sircar during the lifetime of the said Ramcaunt Roy but that he this deponent doth not know who obtained possession of the same after the death of the said Ramcaunt Roy Saith that the said Rogonaut Sircar and Joyhurry Bose generally kept the said books and accounts and wrote the entries in them during the period of which he this deponent hath last spoken but that other persons also wrote in the said books when he this deponent doth not now recollect Saith that he this deponent hath heard

and believes that both the said Joyhurry Bose and Rogonaut Sircar are now dead but where or when they died respectively he this deponent hath not heard nor doth he know Saith that the said Ramcaunt Roy died at Burdwan in the month of Joistee in the Bengal year one thousand two hundred and ten Saith that he this deponent was not present when the said Ramcaunt Roy died but hath heard from them who were present that the said Ramcaunt Roy died possessed of no personal property whatever Saith that the said Ramcaunt Roy died possessed of a dwelling house at Burdwan worth about seven or eight thousand rupees and some Lackeraj and Bermutter lands the value of which he this deponent doth not know Saith that he held in farm some lands from the Rajah of Burdwan which were resumed by the Rajah immediately on his death Saith that he had some judgment debts under Decrees of the Zillah Courts at Hooghly and Burdwan but that he doth not know what were the amount of the same Saith that the said Ramcaunt Roy at the time of his death was considerably indebted to the Rajah of Burdwan who took possession of the said house of the said Ramcaunt Roy at Burdwan as a security for his own debt Saith that his Lackeraj and Bermutter lands were left by him for the service of a certain deity to which service it was applied immediately after his death by his widow Tarreney Daby Saith that immediately after his death the said debts under the said decrees been claimed by his eldest son Juggomohun Roy as his eldest son and representative who realized a part of them but to what amount he this deponent doth not know Saith that he doth not know of any bond note or other security for money which was belonging to the said Ramcaunt Roy at the time of his death Saith that he this deponent doth not know when the partition and division in food and property between the said Ramcaunt Roy and his brothers took place but that from the time when he this deponent first knew the said Ramcaunt Roy he was divided and separate from his brothers in food and property and continued so separate and divided up to the time of his death Saith that from the time that he the said Ramcaunt Roy divided his property among his sons he continued separate and apart from them as to property and food up to the time of his death and that he never reunited with them Saith that if the said Ramcaunt Roy had ever reunited either with his brothers or his sons he this deponent would certainly have known of it from his intimacy with the said Ramcaunt Roy and his family from a knowledge of his dealings and transactions and from his knowledge and intimacy with his brothers and their respective families.

To the Fourth Interrogatory this deponent saith that he was

acquainted with one Juggomohun Roy who in his lifetime was the father of the Complainant Govindpersaud Roy in the title of these interrogatories named Saith that he knew the said Juggomohun Roy from his this deponents infancy and that he was acquainted with the concerns dealings and manner of living of the said Juggomohun Roy from the time when he this deponent first knew the said Juggomohun Roy up to the time of his death Saith that the said Juggomohun Roy lived and resided in the month of Augran in the Bengal year one thousand two hundred and three at the house at Langulparah Saith that his three wives and his two brothers Ramlochun Roy and Rammohun Roy in the month of Augraun in the Bengal year one thousand two hundred and three lived and resided in the same house at Langulparah and then formed a joint and undivided Hindoo family Saith that in the said month of Augrun in the year one thousand two hundred and three a partition and division took place between the said Juggomohun Roy and his brothers and father Saith that on this partition and division taking place the said Juggomohun Roy and the said Rammohun Roy with their respective families continued to live and reside at the said house at Langulparah between whom the said house was allotted on the said division and partition being made Saith that the share of the said Ramcaunt Roy in the house at Radanaghur was allotted by him to Ramlochun Roy who shortly after such partition and division removed thereto with his family Saith that the said Juggomohun Roy had allotted to him on the said partition and division a share in the said house at Langulparah some land situate in different villages but with the quantity or particular of which he this deponent is not acquainted and a Talook named Hurerampore then in the Zillah of Hooghly but now in the Zillah of Midnapore Saith that he doth not know of any personal property which was allotted to the said Juggomohun Roy on such partition or division but he believes there was no personal property allotted to him or to the other brothers on that occasion Saith that he doth know that the said Juggomohun Roy both by himself and through his servants took possession of such landed property so allotted to him on such partition and division immediately after and continued to enjoy the rents and profits thereof up to the time of his death Saith that his Naib Runjeet Roy and a Mohurrir of the name of Nepaul Roy and several other persons whose names he this deponent doth not now recollect received the rents and profits of such land for and on account of the said Juggomohun Roy and immediately after the date of such partition and division up to the time of his death which he this deponent knows from having seen them from time to time collect such rents and pay

the same to the said Juggomohun Roy Saith that the said Talook of Hurerampore was sold in his lifetime on account of arrears of revenue and was purchased and is now in the possession of Rajah Moulalkhar of Midnapore Saith that the rent of the lands and the share of the house at Langulparah are now in the possession of the Complainant Govindpersaud Roy the son of the said Juggomohun Roy Saith that he doth not know of any lands which were exchanged for any other land by the said Juggomohun Roy in his lifetime or by his son after his death Saith that the said Juggomohun Roy purchased some aymah lands but which he sold in his lifetime Saith that he doth not know of any lands which had been allotted to Juggomohun Roy which were sold by him in his lifetime other than the Talook of Hurerampore which was sold in the Bengal year one thousand two hundred and eight Saith that the said Talook paid an annual rent to Government of thirty thousand rupees over and above which it yielded an annual profit of about four thousand rupees Saith that the said Juggomohun Roy lived and resided at the said house at Langulparah from the time of such partition and division up to the time of his death Saith that after the date of such partition and division the said Juggomohun Roy employed himself in managing the landed property which had been so allotted to him Saith that he this deponent doth not know of his having entered into any other dealings and transactions of any description either on his own account or jointly with any other persons or person whomsoever Saith that he doth know that the said Juggomohun Roy kept books and accounts relating to his said Zemindary solely and separately on his own account from the time of such partition up to the time of his death Saith that the said books and accounts were during the lifetime of the said Ramcaunt Roy and Juggomohun Roy respectively kept by the said Runjeet Roy and Nepaul Roy servants of the said Juggomohun Roy who together with other servants of the said Juggomohun Roy wrote the entries in the said books and accounts during the lifetime of the said Ramcaunt Roy and Juggomohun Roy and up to the time of their respective deaths Saith that the said Runjeet Roy and Nepaul Roy are both dead as he this deponent hath heard and believes but when and where they died he this deponent doth not recollect ever to have heard Saith that the said Juggomohun Roy died about five or six years ago at the said house at Langulparah and that he died possessed of the landed property which had been allotted to him excepting Hurerampore as also of some money but how much he doth not know and some household property the value whereof he this deponent doth not know Saith that he hath heard that his son the Complainant took

possession of all his property but that as he hath not been at Langulparah since the death of the said Juggomohun Roy he doth not know that fact of his own knowledge Saith that he doth know that after the sale of Hurerampore and up to the time of the death of the said Juggomohun Roy was not in easy circumstances Saith that the rents and profits of his real property after the sale of Hurerampore barely enabled him to subsist Saith that he knows the same from having seen the said Juggomohun Roy living in indigent circumstances Saith that he doth not know nor hath he any reason to believe that the said Juggomohun Roy was at any time after the period of such partition or division concerned in any joint dealings or transactions of any kind or description either with his brother the defendant in the title of these interrogatories named or with his father Ramcaunt Roy Saith that he doth on his oath believes and declare that if any joint dealings and transactions had been carried on at any time between the said Juggomohun Roy and the said defendant and their father the said Ramcaunt the same could not have been caused or without his this deponents becoming acquainted therewith as he this deponent was on the most intimate terms with their respective families and constantly in the habits of visiting them Saith that he doth not know nor hath he any reason to believe that after the period of such partition and division the said Juggomohun Roy reunited himself in any respect whatever with all or with any or either of the members of his family with whom such partition or division was so made Saith that his reason for knowing that no reunion ever took place is from his intimate knowledge of the said Juggomohun Roy and his family and affairs after such partition and division Saith that if such reunion had ever taken place he this deponent would certainly have known of it.

J. A. Simpson }
Examiner }

(Sd) শ্রীরামতনু রায়

To the Fifth Interrogatory this deponent saith that he had the means and opportunities of knowing the circumstances concerns and dealings of the defendant in the title of these interrogatories named from the Bengal year one thousand two hundred and three from being on terms of the greatest intimacy with the said defendant and from constantly visiting him and thereby becoming acquainted with his transactions and affairs Saith that the defendant had no dealings or transactions of his own previous to the Bengal year one thousand two hundred and three Saith that he doth know a partition and division of family and ancestorial property which took place in the month of Augrun one

thousand two hundred and three between the said defendant and his father and brothers Saith that some landed or real property was allotted to the said defendant on the occasion of such partition and division Saith that on that occasion the said defendant had allotted to him some lands situate in the Zillah of Hooghly but that he this deponent is not acquainted with the extent or quantity thereof also a large spot of ground situate at Chunderconah in the Zillah of Hooghly called Porraun Chuck but of how many Biggahs the same consisted he this deponent doth not know Saith that the said defendant had also allotted to him on such partition and division a Dwelling house situate at Jorrosunker in Calcutta worth about three thousand Rupees which he the said defendant Rammohun Roy hath since sold Saith that the said defendant had also allotted to him a share of half of the family house and premises situate at Langulparah and which was then worth from four to five thousand rupees Saith that the said defendant in person together with his servants took possession of all such property as was so allotted to him on such partition and division and is in possession of all the said premises save and except the said dwelling house at Joorasunker in Calcutta Saith that he doth know one Ramcaunt Roy who in his lifetime was the father of the said defendant and one Juggomohun Roy who in his lifetime was one of the brothers of the said defendant Saith that neither of them did after the period of such partition or division interfere with the possession or management of the landed property or of any part or parcel thereof which was so allotted to the said defendant at the time of such partition or division Saith that he knows that they never did interfere from his this deponents being related to the said parties and being an inhabitant of Radanaghur and well acquainted with the affairs and concerns of the said Ramcaunt Roy Juggomohun Roy and Rammohun Roy respectively Saith that the said Juggomohun Roy took and retained possession of the share or portion of the said lands which on the occasion of the said partition or division was so allotted to him Saith that Ramlochun Roy took and retained possession of the portion which was allotted to him on the said division and that the father Ramcaunt Roy kept and retained possession of a portion of the said real property to himself Saith that the defendant never did at any time after such partition or division in any manner interfere with the possession or management of all or of any part of the landed property which had been so allotted to the other members of his family Saith that he could not have interfered with the possession or management thereof without his this deponents knowledge and privity as he this deponent was on terms of the greatest intimacy with the said defendant and most cer-

tainly have known of such interference or management if he had so managed or interfered.

To the Sixth Interrogatory this deponent saith that he doth know where the defendant in the title of these interrogatories named resided at or before the partition and division in the next preceding Interrogatory mentioned Saith that before the said partition and division the said defendant dwelt and resided at the house at Langulparah and continued to reside there until two years and a half ago that is to say his family always resided there though he was occasionaly absent Saith that about two and a half years ago the said defendant removed to a house at Rogonathpore which he the said deponent(?) built himself which is still his family house Saith that the said defendant when he left the said house at Langulparah he did not sever or give up his right to one half of the said house and premises Saith that the defendant after such partition and division did go to various parts of the country and enter into different services and hath from time to time purchased several Talooks from his self acquired means Saith that the defendant hath never since the date of the said partition and division carried on any dealings or transaction jointly with any persons or person whomsoever but solely on his own account but that if he had so done he this deponent must have known thereof Saith that the said defendant hath kept books of accounts relating to his own dealings and transactions from the time of the said partition and division up to the present time Saith that during the lifetime of Ramcaunt Roy and Juggomohun Roy respectively the said books of accounts of the said Rammohun Roy respecting his own dealings and transactions were sometimes in the possession of the said Rammohun Roy himself and sometimes in the possession of Gopeymohun Chatterjee Juggunaut Mozumdar and sometimes in the possession of one Kenoram Ghose or Sircar he this deponent doth not know which Saith that he doth know that the said Gopymohun Chatterjee Juggernaut Mozumdar Kenoram and several other persons whose names he this deponent doth not now recollect wrote the entries in the said books and accounts respecting which he hath been last interrogated during all the lifetime of his father Ramcaunt Roy and his brother Juggomohun Roy respectively and subsequently to such partition and division Saith that the said Gopymohun Chatterjee and Juggernaut Mozumdar are still living but that he this deponent hath heard that the said Kenoram is dead but that he doth not recollect when or where it was that he died as he was informed Saith that he had the means of seeing and inspecting the books and accounts of the said Rammohun Roy concerning which he hath been lastly interrogated at all times during the lifetime

of the said Rammohun Roy and Juggomohun Roy respectively but that he never took the trouble of minutely inspecting the same Saith that the said books of accounts were kept in the Dufterkonnah of the said Rammohun Roy sometimes here in Calcutta and sometimes at Langulparah Saith that the said books and accounts were never submitted to inspection and examination of the said Ramcaunt Roy and Juggomohun Roy or either of them or of any persons or person on their behalf Saith that if such books of accounts had been so submitted to such examination or inspection he this deponent would certainly have known of it.

To the Seventh Interrogatory this deponent saith that he doth know a certain Talook called or known by the name of Govindpore in the Pergunnah of Jahanabad in the Zillah of Burdwan Saith that he doth know that the said Talook was purchased by the defendant in the title of these interrogatories named in his own name from one Gungadhur Ghose who had purchased it at the Collectors sale Saith that he doth not exactly recollect but believes it was in the Bengal year one thousand two hundred and six when the same was purchased by the said defendant Saith that the purchase was made at Burdwan where he this deponent was at the time when it was made Saith that he saw the said Rammohun Roy make the said purchase and advance the said purchase money himself Saith this purchase was made and the money paid by the said Rammohun Roy subsequent to the said partition and division.

To the Eighth Interrogatory this deponent saith that he doth know a certain Talook situate and being in the Pergunnah of Chunderconah in the Zillah of Burdwan and called or known by the name of Rammesserpore Saith that the said last mentioned Talook called Rammesserpore was purchased by him this deponent at the Collectors sale in the Bengal year one thousand two hundred and five and was sold by this deponent to the defendant either in the latter end of that year or in the year one thousand two hundred and six Saith that the defendant purchased the said Talook from this deponent in his own name and personally paid down the purchase money out of his own funds Saith that the said purchase and sale was made at Burdwan.

To the Seventeenth Interrogatory this deponent saith that he doth know that the defendant in the title of these interrogatories named hath been and now is possessed of certain pieces or parcels of rent free or Bermutter lands situate at Kissenghur in the Pergunnah of Jahanabad in the Zillah of Burdwan but of how much land the same consists he this deponent doth not know Saith that the said lands were allotted to the said defendant by the said partition and division but that he this deponent doth not know of any other Bermutter lands situate in the

same place which were at any time purchased by the said defendant Saith that if the said defendant had made such purchase he this deponent must have known of it as he lives within a Coss of the said place.

To the Twentieth Interrogatory this deponent saith that he doth know a certain Talook situate in the Pergunnah Cheetooah in the District of Midnapore and which at the time of the Partition and Division between Juggomohun Roy the father of the Complainant in the title of these interrogatories named and the father and brothers of the said Juggomohun Roy in the Bengal year one thousand two hundred and three was allotted to the said Juggomohun Roy Saith that the said Juggomohun Roy immediately after such partition and division obtained possession of and managed the said Talook Saith that in the Bengal year one thousand two hundred and eight the said Talook was publicly notified for sale in the office of the Collector of Midnapore for arrears of Revenue and was afterwards x x x x of such sale in the possession of the said Juggomohun Roy which he this deponent knows from having seen the said Talook in his possession and from having seen it so sold Saith that the said sale did not satisfy the arrear of such Revenue on which account the said Juggomohun Roy remained in Gaol where he had been for about a year and a half previously to such sale and where he continued for a period of two years afterwards when he this deponent effected an arrangement by which Soobeychund Roy and Ramlochun Roy became security for the payment of the balance due to Government by monthly instalments of one hundred rupees each on which the said Juggomohun Roy was released Saith that he doth not believe that any part of the said balance hath been yet paid Saith that the defendant in the title of these interrogatories named never was at any time in any manner concerned with the management of such Talook after such partition or division nor was he required to pay or contribute to the payment of the arrears of such Revenue.

To the Twenty first Interrogatory this deponent saith that he is acquainted with the character and manner of handwriting of Juggomohun Roy who in his lifetime was the father of the Complainant in the title of these interrogatories named Saith that he hath often seen the said Juggomohun Roy write and became thereby acquainted with his handwriting. This deponent looking at the several paper writings now produced and shown to him at this the time of his examination and respectively marked F G & H saith that the whole of the Bengally writing on the said paper writing marked F is in the proper hand writing of the said Juggomohun Roy Saith that the whole of the body of the paper writing marked G together with the signature Sree Juggo-

mohun Roy is of the proper hand writing of the said Juggomohun Roy Saith that the names Sree Juggernaut Mozumdar and Sree Jussodanundun Ghose set and subscribed to the said paper writing marked G are of the proper handwriting of them the said Juggernaut Mozumdar and Jussudanundun Ghose respectively. Saith that the signature Sree Juggomohun Roy sakhim Langulparah set and subscribed to the paper writing marked H as the party executing the same is of the proper handwriting of the said Juggomohun Roy Saith that he this deponent doth not know in whose handwriting either the body of the said paper writing or the name of the witnesses set and subscribed thereto is or are written.

To the Last Interrogatory this deponent saith that he doth not know of any other matter or thing which may be of benefit to the defendant in the title of these Interrogatories named.

J. A. Simpson }
Examiner }

(Sd) শ্রীরামতনু রায়

111. Deposition of Buddinath Ghose a witness produced on the part of Rammohun Roy. (Examined April, 1819)

Deposition of a Witness taken in the above Cause by the Examiner of this Court—

Buddinath Ghose of Jorasanko in Calcutta Gomastah Aged fifty two years or thereabouts—being produced as a witness on the part of the Defendant in this Cause and a Note having been delivered to Mr. William Smith Attorney for the Complainant in this Cause on the first day of April one thousand eight hundred and nineteen of the name title and place of abode of the said Buddinath Ghose—He the said Buddinath Ghose was afterwards on the said first day of April one thousand x x x April in the said year was Examined on the Interrogatories filed by the said Defendant on the twenty seventh day of August one thousand eight hundred and eighteen and Deposeth as follows—

To the First Interrogatory this Deponent saith that he is a Gomastah to Rajiblochun Roy and that he maintains himself from the salary which he receives in such service as well as out of the rents and profits of some landed property of which he is possessed Saith that he hath been in the service of Rajiblochun Roy for these eight months last past.

To the Second Interrogatory this deponent saith that he doth know the parties Complainant and Defendant in the title of these interrogatories named Saith that he hath known the Complainant for these fifteen or sixteen years last past and that he hath known the defendant for these thirty years last past.

To the Seventh Interrogatory this deponent saith that he doth know a certain Talook called or known by the name of Govindpore in the Pergunnah of Jahanabad in the Zillah of Burdwan Saith that he doth know that the said Talook was purchased by the defendant from Gungadhur Ghose the brother of him this deponent in the presence of him this deponent Saith that he believes the said purchase was made in the Bengal year one thousand two hundred and six at Burdwan Saith that the said defendant made the said purchase in his own name Saith that the said purchase was made for three thousand and odd rupees which amount the said Rammohun Roy paid down at the time when the said purchase was made Saith that he this deponent believes that the said purchase money was given by the said Rammohun Roy out of his the said Rammohun Roys own proper funds and on his own account.

To the Last Interrogatory this deponent saith that he doth not know of any other matter or thing that can tend to the benefit or advantage of the defendant in the title of these interrogatories named.

J. A. Simpson }
Examiner }

(Sd) শ্রীবৈদ্যনাথ ঘোষ

112. Deposition of Rajiblochun Roy a witness produced on the part of Rammohun Roy. (Examined 20 April, 1819)

Deposition of a Witness taken in the above Cause by the Examiner of this Court———Rajiblochun Roy of Manicktullah in Calcutta Zemindar aged fifty years and upwards being produced as a witness on the part of the Defendant in x x and a Note having been delivered to Mr. William Smith Attorney for the Complainant in this Cause on the nineteenth day of April one thousand eight hundred and nineteen of the name title and place of abode of the said Rajiblochun Roy He the said Rajiblochun Roy was afterwards on the said nineteenth day of April one thousand eight hundred and nineteen Sworn and on the twentieth day of April in the said year was Examined on the Interrogatories filed by the said Defendant on the twenty seventh day of August one thousand eight hundred and eighteen and Deposeth as follows———

To the First Interrogatory this deponent saith that he is a Zemindar and maintains himself on the rents and issues of his zemindary Saith that he is not in the employment of any person or persons whatsoever.

To the Second Interrogatory this deponent saith that he knows the parties Complainant and Defendant in the title of these interrogatories named that he doth know the Complainant from his the said Com-

plainants infancy and that he hath known the defendant for about thirty years last past.

To the Ninth Interrogatory this deponent saith that he doth know x x sometime in or about the Bengal year one thousand two hundred and six the defendant Rammohun Roy in the title of these interrogatories named was about to proceed to Patna Benares and other Provinces remote from Calcutta Saith that about that time the particular month he this deponent doth not now recollect the said defendant Rammohun Roy executed to him this deponent a Kabala or Bill of Sale of the Talooks of Govindpore and Rammesserpore subject to an agreement which was at that same time executed by him this deponent to one Gooroodoss Mookerjee the nephew of the said Rammohun Roy whereby it was expressed that altho the said Talooks had been conveyed to this deponent by the said Kabala or Bill of Sale they were held by him this deponent in trust for the said Rammohun Roy Saith that in consequence of the said Kabala or Bill of Sale the said Rammohun Roy caused the said Talooks to be entered in the name of him this deponent in the books of the Collector and that he this deponent came into possession thereof and continued in such possession until the Bengal year one thousand two hundred and eighteen but that he this deponent during all that time continued to account to the said Rammohun Roy for the rents issues and profits of the said Talooks Saith that the reasons for the said defendant Rammohun Roy so transferring the said Talooks to this deponent were as he the said Rammohun Roy then assigned that as he the said Rammohun was about to depart from Burdwan and likely to reside for a long period of time at a considerable distance therefrom that of the said Talooks were held in the name of him this deponent that it would enable this deponent to manage the same better than he the said Rammohun Roy could do by reason of his absence. This deponent looking at the paper writing now produced and shown to him at this the time of his examination marked with the letter A and purporting to be a Bill of Sale or Kabala executed by the said defendant Rammohun Roy to this deponent Rajiblochun Roy saith that his this deponents name is not set and subscribed to the same as a witness to the execution thereof Saith that he saw the said Kabala or Bill of Sale marked with the letter A executed by the said defendant Rammohun Roy Saith that the name Rammohun Roy set and subscribed to the said paper writing as the party executing the same is the proper handwriting of the defendant Rammohun Roy Saith that after the said Rammohun Roy had so set and subscribed his own name to the said paper writing the said paper writing was attested by the persons whose names appear written thereon as

attesting witnesses to the execution of the same and was then delivered by the said Rammohun Roy to him this deponent Saith that no money was paid on this occasion as the consideration of the said instrument or at any other times either before or after the execution thereof but that the said Rammohun Roy at the time of the execution of the said paper writing acknowledged before the said subscribing witnesses to have received the sum of four thousand and odd rupees the consideration money which he this deponent believes is mentioned in the said Deed but that as he cannot read the Persian language and character he cannot positively say that it is so expressed in the said deed Saith that he believes that there is such Receipt expressed in the said paper writing Saith that all the property mentioned in the said paper writing was afterwards possessed and managed by him this deponent to whom it was so transferred Saith that the said property was so possessed and managed by him this deponent from the beginning of the Bengal year one thousand two hundred and seven to the end of the Bengal year one thousand two hundred and eighteen Saith that he so possessed and managed the same not on his own account but on account of and in trust for the said Rammohun Roy Saith that he this deponent collected the rents issues and profits of the said landed property in the said paper writing mentioned subsequently to and immediately after the date and execution thereof Saith that he this deponent did not appropriate the same to his own use and account but paid them over to the said Rammohun Roy after deducting the Government rent and the expences incurred in managing the same and which he this deponent continued to do from the Bengally year one thousand two hundred and seven to the Bengally year one thousand two hundred and eighteen.

To the Twelfth Interrogatory this deponent looking at the paper writings in the Persian and Bengally language and character now produced and shown to him at this the time of his examination respectively marked with the letters D & E and purporting to be respectively signed and sealed by the Collector of Burdwan for the time being and to be respectively sealed with the seal of office of the said Collector and having attentively perused the paper writing partly in the Bengally language and character and marked with the letter E saith that the said paper writing was granted by the Collector of Burdwan to the said Rammohun Roy in the Bengal year one thousand two hundred and twenty one at the instance of the said Rammohun Roy on the occasion of the said Talooks of Govindpore and Rammesserpore having been taken from the said Gooroodoss Mookerjee and entered in the books of the said Collector in the name of the said Rammohun Roy Saith

that upon this occasion the said Gooroodoss Mookerjee executed to the said Rammohun Roy a Kabala or Bill of Sale of the said Talooks of Govindpore and Rammesserpore who took possession thereof and then let it out to farm to this deponent who hath ever since had possession thereof and hath annually paid the said Rammohun Roy a net rent of 5,500 rupees per annum exclusive of the rents to Government and the expences of collection Saith that in the Bengally year one thousand two hundred and eighteen a paper writing was granted by the said Collector of Burdwan to the said Gooroodoss Mookerjee at the instance of the said Rammohun Roy on the occasion of the said Talooks of Govindpore and Ramesserpore having been taken from him this deponent and entered in the books of the Collector of Burdwan for the time being in the name of the said Gooroodoss Mookerjee Saith that on this occasion the said Kabala or Bill of Sale marked A was delivered up by him this deponent to the said Rammohun Roy and that the said property Govindpore and Rammesserpore immediately came into the possession of the said Gooroodoss Mookerjee in trust for the said Rammohun Roy Saith that not being able to read the Persian language and character he doth not know what the paper writing marked D imports but believes that it bears the seal of the Collector of Burdwan and was granted by him on the occasion of the said Talooks being transferred from this deponent to the said Gooroodoss Mookerjee Saith that the time of giving up the said Kabala or Bill of Sale marked A by this deponent to the said Rammohun Roy he this deponent presented Durkaust or petition to the Collector of Burdwan that the said Talooks should be struck out of the name of him this deponent and entered in the name of the said Gooroodoss Mookerjee which was accordingly done.

To the Thirteenth Interrogatory this deponent saith that he is now in the possession of the said Talooks of Govindpore and Rammesserpore in the seventh and eighth interrogatories mentioned but that they stand in the name of Rammohun Roy in the books of the Collector of Burdwan Saith that he this deponent hath been in such possession from the Bengal year one thousand two hundred and twenty one up to the present time Saith that his this deponents name is Rajiblochun Roy and that he took possession of the said Talooks for the first time in the Bengal year one thousand two hundred and seven and held them in trust for the said Rammohun Roy to the end of the Bengal year one thousand two hundred and eighteen when the said Talooks were entered in the books of the Collector in the name of Gooroodoss Mookerjee as he this deponent hath already mentioned in his answer

to the next preceding twelfth interrogatory Saith that from that time to the year one thousand two hundred and twenty the said Talooks of Govindpore and Rammesserpore continued in the books of the Collector in the name of Gooroodoss Mookerjee but that he this deponent still continued to manage the same on account of the defendant Rammohun Roy Saith that in the Bengal year one thousand two hundred and twenty one the said Talooks were re-entered in the books of the Collector in the name of the said Rammohun Roy since which time he this deponent hath held the same under a Pottah from the said Rammohun Roy as he this deponent hath already mentioned Saith that he this deponent hath not at any time from the Bengal year one thousand two hundred and seven to the present time given up the actual possession of the said two Talooks Saith that the defendant had a son born to him sometime in the Bengal year one thousand two hundred and seven about six months after the execution of the paper writing marked A.

To the Sixteenth Interrogatory this deponent saith that he doth know a certain Putteney Talook situate in the Pergunnah of Jahanabad in the Zillah of Burdwan called Kissenagore and also a certain other Putteney Talook situate in the same Pergunnah and Zillah called Beerlook and also a certain other Putteney Talook situate in the Pergunnah of Boyrah in the Zillah aforesaid called Nangulparah and also a certain Putteney Talook situate in the Pergunnah of Boorsut in the Zillah aforesaid and called Serampore Saith that he doth not know of his own knowledge a certain upper roomed house and ground thereto belonging situate at Chowringhee in the Town of Calcutta which formerly belonged to one Elizabeth Fenwick Saith that he doth know a certain upper roomed garden house situate at Simlah in the Town of Calcutta but that he this deponent doth not know to whom the same formerly belonged Saith that the Talooks of Beerlook and Kissenaghur were purchased by him this deponent on account of the said Rammohun Roy and are in the possession of the said Rammohun Roy Saith that the amount of purchase of the said Talooks were partly paid out of the rents and profits of Govindpore and Rammesserpore and partly out of the private funds of the said Rammohun Roy Saith that the other Talooks of Nangulparah and Serampore as well as the house situate at Simlah in Calcutta were as he this deponent hath heard from his own servants and people and believes purchased by the said Rammohun Roy with his own proper money and have been in his posession from the time that they were so purchased.

To the Twenty first Interrogatory this deponent saith that he is

acquainted with the character and manner of handwriting of Juggomohun Roy who was in his lifetime the father of the Complainant in the title of these interrogatories named Saith that he this deponent often saw the said Juggomohun Roy write and thereby became acquainted with his handwriting. This deponent looking at the several paper writings now produced and shown to him at this the time of his examination marked respectively F G & H and at the signatures which appear subscribed thereto respectively saith that the signature Juggomohun Roy set and subscribed to each of the said paper writings marked G & H as the party executing the same respectively is of the proper hand writing of the said Juggomohun Roy Saith that the whole of the body of the said paper writing marked F is of the proper handwriting of the said Juggomohun Roy as also the words and names endorsed thereon Saith that he doth not know in whose handwriting the body of the paper writing marked G is written Saith that the names Juggernaut Mozumdar and Jussodanundun Ghose set and subscribed on the back of the said paper writing marked G as attesting witnesses to the execution thereof are of the proper handwriting of the said Juggernaut Mozumdar and Jussodanundun Ghose Saith that he doth not know in whose handwriting the body of the paper writing marked H is or any part thereof or in whose handwriting the names of the parties appearing as subscribing witnesses to the execution thereof is or are.

J. A. Simpson
Examr.

(Sd) শ্রীরাজীবলোচন রায়

113. Deposition of Nundcoomar Beeddalunkar a witness produced on the part of Rammohun Roy. (Examined 24 April, 1819)

Deposition of a Witness taken in the above Cause by the Examiner of this Court—

Nundcoomar Beddalunkar of Manicktollah in Calcutta Pundit aged fifty six years or thereabouts being produced as a witness on the part of the Defendant in this Cause and a note having been delivered to Mr. William Smith Attorney for the Complainant in this Cause on the sixteenth day of March one thousand eight hundred and nineteen of the name title and place of abode of the said Nundcoomar Beddalunkar He the said Nundcoomar Beddelunkar was afterwards on the said sixteenth day of March one thousand eight hundred and nineteen sworn on the twenty fourth day of April in the said year was Examined on the Interrogatories filed by the said Defendant on the twenty

seventh day of August one thousand eight hundred and eighteen and Deposeth as follows—

To the First Interrogatory this Deponent saith that he is a Bramin and maintains himself by the Donations and contributions of his Disciples Sissiaes and is not in the service of any persons or x x x

To the Second Interrogatory this Deponent saith that he doth know the parties the Complainant and Defendant in the title of these interrogatories named Saith that he hath known the said Complainant Govindpersaud Roy from his the said Govindpersaud Roys childhood but that he hath never been upon terms of intimacy with the said Complainant Saith that he hath known the Defendant Rammohun Roy from the time that the said Defendant attained the age of fourteen years and hath ever since been on the most intimate terms with him.

To the Tenth Interrogatory this Deponent saith that x x x writings in the Bengal and Persian languages and characters now produced and shown to him at this the time of his examination marked with the letters B & C saith that his name is subscribed to both the said paper writings as a witness attesting the execution thereof Saith that the name and signature Sree Nundcoomar Surmo sakhim Rogonathpore in the Bengal language and character set and subscribed to the papers writing marked B is of the proper hand writing of him this deponent and that the name and signature Nundcoomar Surmo sakhim Pallapara in the Bengal language and character set and subscribed to the paper writing marked C is also of the proper hand writing of him this Deponent and that both the said paper writings were executed in the presence of him this deponent Saith that the paper writing marked B was executed by Rajiblochun Roy to Gooroodoss Muckerjee x but in fact to Rammohun Roy to whom the same was delivered after the execution thereof Saith that the paper writing marked C is in the Persian language and character which he this deponent cannot read nor doth he know to whom it is addressed but that he this deponent saw the said Gooroodoss Muckerjee execute the said paper writing and deliver the same to Rammohun Roy the defendant Saith that the doth know Gooroodoss Muckerjee whose name is written in the paper writing marked B as the person in whose favour the same is executed Saith that the said Gooroodoss Muckerjee is a nephew of the Defendant but was not present when the same was executed Saith that at the time of the execution of the said paper writing the said Gooroodoss Muckerjee was about eleven or twelve years of age Saith that he doth know that the said defendant was married at and before the time of the date of the said

paper writing marked B but that he had not at that time or before any child or children by such marriage or otherwise.

To the Last Interrogatory this Deponent saith that he doth not know of any other matter or thing that ever did x x x or advantage in the title of these interrogatories named.

J. A. Simpson }
Examiner }

(Sd) শ্রীনন্দকুমার শর্ম্মা

114. Deposition of Gooroodoss Mookerjee a witness produced on the part of Rammohun Roy. (Examined 30 April & 1 May, 1819)

Deposition of a Witness taken in the above Cause by the Examiner of this Court.—

Gooroodoss Muckerjee of Simlah in Calcutta Serrastadaur aged thirty two years or thereabouts being produced as a Witness on the part of the Defendant in this Cause and a Note having been delivered to Mr. William Smith Attorney for the Complainant in this Cause on this 28th day of April 1819 of the name title and place of abode of the said Gooroodoss Muckerjee—He the said Gooroodoss Muckerjee was afterwards on the said 28th day of April 1819 sworn and on the 30th day of April and 1st day of May in the said year was Examined on the Interrogatories filed by the said Defendant on the 27th day of August 1818 and Deposeth as follows—

To the First Interrogatory this Deponent saith that he is a Zemindar and supports and maintains himself from the Gains and profits of his lands Saith that he is not in the service of any persons or person whomsoever.

To the Second Interrogatory this Deponent saith that he knows the parties Complainant and Defendant in the title of these interrogatories named Saith that he hath known the Complainant from his the said Complainants birth and that he hath known the Defendant from this deponents infancy.

To the Third Interrogatory this Deponent saith that he did know one Ramcaunt Roy who in his life time was the father of the Defendant in the title of these interrogatories named Saith that he this deponent was acquainted with the said Ramcaunt Roy from his this deponents childhood up to the time of the death of the said Ramcaunt Roy who was the maternal Grandfather of him this deponent and with whom he was on the most intimate terms and lived and resided with him in the same homestead Saith that he this deponent hath thereby every

means of knowing and being acquainted with the relations and family of the said Ramcaunt Roy Saith that from the time that he this deponent first recollects the said Ramcaunt Roy the said Ramcaunt Roy had three sons three wives and four brothers Saith that the name of his eldest son was Juggomohun Roy the name of his second son was Rammohun Roy the Defendant and the name of his third son was Ramlochun Roy Saith that the name of his eldest wife was Soobadru Daby and the name of his second wife Tarreney Daby and the name of the third is Rammoney Daby Saith that the name of the eldest brother of the said Ramcaunt Roy was Neemanund Roy the name of another brother was Ramkissore Roy and of two others were Gopeemohun Roy and Bistoram Roy Saith that the said Ramcaunt had also two other brothers named Radamohun Roy and Ram ram Roy whom he this deponent never saw and who are dead but whose descendants are living Saith that the said Ramcaunt Roy lived and resided at the family house at Radanagore where he this deponent first recollects him where he this deponent was born Saith that the said Neemanund Roy Ramkissore Roy and Bistoram Roy and the son of Ramram Roy together with his the said Ramcaunt Roy's own three sons and three wives and this deponent lived and resided at the said Homestead at Radanagore with the said Ramcaunt Roy Saith that he this deponent as far as he can recollect and as far as his own judgment enabled him to form an opinion the said Ramcaunt Roy did not then form an undivided Hindoo Family with his said brothers and their descendants Saith that they were divided as to food and as he this deponent believes they were also divided as to property Saith that he this deponent doth not of his own knowledge know of any partition or division having taken place between the said Ramcaunt Roy and his brothers but that he this deponent heard that there had been such partition after he came to years of discretion and heard it spoken of as a transaction which had taken place a considerable time before the birth of him this deponent Saith that he this deponent doth not know what the parties did after such partition and division but that from the time that he this deponent distinctly recollects the said Ramcaunt Roy to live separated and divided from his brothers and their descendants as to food and property Saith that he this deponent doth not know what change took place at any time after such partition or division in regard to the residence and manner of living of any of the members of the family of the said Ramcaunt Roy but that in the Bengal year one thousand one hundred and ninety eight or ninety nine the said Ramcaunt Roy removed to a house which he had built at Langulparah together with his wives

and children and him this deponent but how long that was after such partition or division he this deponent doth not know Saith that all the other members of the family who were living and residing at the house at Radanagore at the time of the removal of the said Ramcaunt Roy to Langulparah continued to live and reside at the said house at Radanagore Saith that from the said Bengal year one thousand one hundred and ninety eight or ninety nine to the Bengal year one thousand two hundred and three the said Ramcaunt Roy continued to live and reside at the said house at Langulparah together with his wives and sons when the said Ramcaunt Roy made a division and partition of his property among his sons and shortly afterwards removed personally to Burdwan where he died in the Bengal year one thousand two hundred and ten Saith that after the said last mentioned partition and division between the said Ramcaunt Roy and his sons the said Ramcaunt Roy employed himself solely in managing the portion of the said real estate which he had reserved to himself and in managing two zemindarys which he had taken to Farm from the Collector of Burdwan and two or three other zemindaries which he had farmed from the Rajah of Burdwan and which he managed solely as his own separate and exclusive account and not jointly with any person or persons whomsoever Saith that he this deponent can speak of his own knowledge of circumstances which took place from the period of the said Ramcaunt Roy going to live and reside at Burdwan Saith that he this deponent saw the books and accounts of the said Ramcaunt Roy at Burdwan during the time that the said Ramcaunt Roy lived and resided there and which were kept in his own name and which related to his zemindary transactions Saith that the said books of accounts were kept at the house of the said Ramcaunt Roy at Burdwan during the time that he the said Ramcaunt Roy lived and resided there up to the time of his death and that his mohurrir Rogonath Sircar had the keeping and charge of the said books Saith that he this deponent hath heard from Rogonath Sircar and others that on the death of the said Ramcaunt Roy the Rajah of Burdwan took possession of part of the papers of the said Ramcaunt Roy which related to the zemindaries which the said Ramcaunt Roy held in farm from him Saith that all the remaining papers belonging to the said Ramcaunt Roy were taken possession of by his eldest son Juggomohun Roy in the presence of him this deponent about two years and a half after the death of the said Ramcaunt Roy Saith that to the best of this deponents recollection the said Rogonath Sircar and Ramdulull Ghose and Rashbihary Bose kept and wrote the entries in the books and accounts respecting which he hath been last in-

terrogated from the Bengal year one thousand two hundred and three to the Bengal year one thousand two hundred and ten Saith that Ramdulull Ghose is the only person of these who wrote the said entries in the said books who is now living Saith that the said Rogonaut Sircar died at Kissenagore in the presence of him, this deponent in the Bengally year one thousand two hundred and twenty or one thousand two hundred and twenty one Saith that he this deponent hath heard from the son of Joyhurry Bose that his father died at his family house at Balleare Baichee but in what year he this deponent does not now recollect Saith that the said Ramcaunt Roy died at the Town of Burdwan in the month of Joistee of the Bengally year one thousand two hundred and ten which he this deponent knows from having gone to that place the day after his death Saith that the said Ramcaunt Roy did not die possessed of any personal property to the best of the knowledge or belief of him this deponent Saith that the said Ramcaunt Roy died seized and possessed of the said dwelling house at Burdwan and the lands he had reserved to himself at the time of the partition and division with his sons but the value and extent whereof he this depoent doth not know Saith that the Rajah of Burdwan took possession of the house at Burdwan for arrears due to him and that all the other lands of which the said Ramcaunt Roy died seized and possessed were left by him to defray the expences of performing the services of a certain Idol to which they have been applied by his widow Tarreney Daby Saith that about three years after the death of the said Ramcaunt Roy his son Juggomohun Roy collected and received some of the debts or sums of money which were due to the said Ramcaunt Roy at the time of his death arising from certain Decrees or judgments of the Zillah Courts of Burdwan and Hooghly in favour of the said Ramcaunt Roy but to what amount he doth not know but believes that the amount of the said debts so recovered may have been two thousand five hundred or three thousand Rupees Saith that the said Juggomohun Roy claimed and collected the said debts as eldest son and heir of the said Ramcaunt Roy Saith that he doth not know from what persons the said Debts were recovered Saith that a sum of about one thousand Rupees was recovered from one Ramkissore Roy and that a sum of about four or five hundred rupees was recovered from a person of the name of Benodrum Somadhur which debts were due and owing on account of rent Saith that he doth not know the particulars of the other debts which were recovered or the person from whom they were recovered Saith that the said Ramcaunt Roy never did after such partition and division with his

sons ever reunite with them again in any respect Saith that he doth know that such reunion never took place from his being in the almost daily habit of seeing the said Ramcaunt Roy and his three sons who were the uncles of this deponent Saith if such reunion had taken place he this deponent must certainly have known of it as well from his being related to the parties as from his being intimately acquainted with them and their families.

To the Fourth Interrogatory this deponent saith that he was acquainted with one Juggomohun Roy who in his life time was the father of the Complainant in the Title of these interrogatories named and the uncle of him this deponent Saith that he was acquainted with the said Juggomohun Roy from his this deponents childhood Saith that he this deponent was acquainted with the concerns and dealings and manner of living of the said Juggomohun Roy for a period of about ten or twelve years before his death Saith that the said Juggomohun Roy lived and resided at the said dwelling house at Langulparah during the whole of the Bengal year one thousand two hundred and three Saith that he came to live and reside in the said house in the Bengal year one thousand one hundred and ninety eight or ninety nine and that he continued to live and reside in the same up to the time of his death Saith that the said Ramcaunt Roy Rammohun Roy and Ramlochun Roy lived and resided with the said Juggomohun Roy at the said house at Langulparah and formed with him an undivided Hindoo family when a partition took place between the said Juggomohun Roy, Ramcaunt Roy, Rammohun Roy and Ramlochun Roy Saith that some short time after the said partition the said Ramcaunt Roy removed to Burdwan and the said Ramlochun Roy removed to the old family house at Radanagore but that the said Juggomohun Roy and Rammohun Roy continued to live and reside at the said house at Langulparah which had been equally divided between them at the time of the said partition and division Saith that some real property was allotted to the said Juggomohun Roy on the occasion of the said partition Saith a Talook called Hurrerampore together with some other lands were allotted to him on the said occasion which he this deponent knows from having heard the same from the said Juggomohun Roy and from having seen the said deeds of partition subsequent to the said partition and division having been made Saith that the said Talook and other lands were taken possession of by the said Juggomohun Roy who received the rents issues and profits thereof which he this deponent knows from having seen him the said Juggomohun Roy in possession of the said lands and from having for him received the said rents issues

and profits thereof Saith that the said Talook so allotted to the said Juggomohun Roy under the said partition and division paid to Government an annual revenue of thirty thousand rupees in addition to which it yields a revenue of five or six thousand rupees annually to the Zemindar as his profit Saith that the other lands allotted to the said Juggomohun Roy under such partition or division yielded a revenue of about three hundred and fifty rupees per annum Saith that the said Juggomohun Roy held the said Talook from the Bengal year one thousand two hundred and three to the Bengal year one thousand two hundred and eight when it was sold for arrears of revenue to Government Saith that he continued to enjoy the other lands which were allotted to him under the said partition and division up to the time of his death which he this deponent knows from seeing him in the possession and enjoyment of the said lands Saith that the said lands which remained in the possession of the said Juggomohun Roy at the time of his death being a part of what had been allotted to him by the said partition and division are now in the possession of the Complainant Govindpersaud Roy his son Saith that the said Complainant Govindpersaud Roy took possession of the said lands in his right of son and heir of the said Juggomohun Roy Saith that he doth not know that any part of the real property which was so allotted to the said Juggomohun Roy at the time of such partition and division was at any time afterwards during the life time of the said Juggomohun Roy sold to any person or persons or exchanged for any other landed or real property save and except the sale of the said Talook of Hureerampore by the Collector of Midnapore for arrears of revenue Saith that the said Juggomohun Roy lived and resided at the said house at Langulparah after such partition and division up to the time of his death Saith that from the period of such partition and division up to the death of the said Juggomohun Roy the said Juggomohun Roy employed himself in managing the lands and Talooks which had been so allotted to him and some aymah lands which he had himself acquired by purchase subsequent to such allotment Saith that he so managed the said lands and collected the rents and profits thereof on his own separate and exclusive account which he this deponent knows from being on the greatest terms of intimacy with him and very often near and about his person Saith that the said Juggomohun Roy kept books and accounts of his management and dealings touching the said landed estate from the date of such partition and division up to the time of his own death Saith that the said books and accounts were kept and deposited during the lifetime of the said Ramcaunt Roy and Juggomohun Roy respectively

for a part of the time in the custody and possession of Runjeetram Roy and Nepaul Roy and for another part of the time in the custody and possession of Ragonaut Sircar who were the servants of the said Juggomohun Roy Saith that from the date of the said partition to the year one thousand two hundred and ten the said Runjeetram Roy and Nepaul Roy kept and wrote the entries in the said books and accounts belonging to the said Juggomohun Roy Saith that from the Bengal year one thousand two hundred and ten to the time of the death of the said Juggomohun Roy the said Rogonaut Sircar wrote the entries in the said books of accounts Saith that Rogonaut Sircar died about the year one thousand two hundred and twenty or one thousand two hundred and twenty one Saith that Runjeetram Roy died last year somewhere in the neighbourhood of Calcutta as he this deponent was informed by the son of the said Runjeetram Roy immediately after his death and which information he this deponent believes to be true Saith that he this deponent doth not know what hath become of Nepaul Roy nor whether he is living or dead Saith that the said Juggomohun Roy departed this life at Nangulparah in the Bengal year one thousand two hundred and eighteen which communication was made to this deponent by a letter from his father and sent to him at Rungpore where he this deponent then was Saith that the said Juggomohun Roy died seized and possessed of about three hundred beggahs of land which he got under the said partition and division as likewise of a half share of the house at Langulparah and some household property which were all taken possession of by the said Govindpersaud Roy immediately on the death of his said father Saith that he this deponent returned to Langulparah in the Bengal year one thousand two hundred and twenty and there saw the said Govindpersaud Roy in possession of the said landed property which he this deponent knew to have belonged to his the said complainants father Juggomohun Roy and this deponent also saw him in possession of some household grounds which the said Govindpersaud informed this deponent had also belonged to his said father Saith he believes that the said property of which the said Complainant Govindpersaud Roy so possessed himself after his fathers death was worth about twelve or thirteen thousand rupees Saith that from the date of the said partition to the Bengally year one thousand two hundred and seven the said Juggomohun Roy was in very easy circumstances Saith that from the year one thousand two hundred and eight to the time of his death he was in very straightened and difficult circumstances which he this deponent knows from living in the same house with him the said Juggomohun Roy and from daily seeing him in those

hard and indigent circumstances Saith that he doth not know nor hath he the least reason to believe that the said Juggomohun Roy ever did at any period after his said partition and division with his said father and brothers carry on or was concerned in any joint dealings or transactions of any kind or description either with his brother the defendant in the title of these interrogatories named or with his father Ramcaunt Roy Saith that he doth on his oath believe that no such joint dealings or transactions could have been carried on without his this deponents becoming acquainted therewith Saith that he this deponent was in the daily habit of seeing the said parties and their families and of being acquainted with all their dealings and transactions and would have known of such joint dealings and transactions if any had been carried on Saith that he hath no reason to believe that after the period of such partition and division the said Juggomohun had ever reunited himself in any manner whatsoever with all or with any of the members of the family with whom such partition was so made Saith that from the nature of his this deponents intimacy and acquaintance with the said Juggomohun Roy and his affairs and dealings after said partition and division he this deponent is certain that if any such reunion had taken place he this deponent must have known of it.

J. A. Simpson }
Examiner. } (Sd) শ্রীগুরুদাস মুখোপাধ্যায়

To the Fifth Interrogatory this deponent saith that he hath had the means of knowing the circumstances concerns dealings and transactions of the defendant in the title of these interrogatories named by being related to him and by often being with him, in the same house at Langulparah and at either places Saith that he this deponent became particularly acquainted with the affairs dealings and transactions of the defendant in the Bengally year one thousand two hundred and seven Saith that he doth know of a partition or division of ancestorial property which took place in the month of Augrun in the Bengal year one thousand two hundred and three Saith that he doth know certain land at Chunderconnah certain other land situate in different villages and a house in Calcutta allotted to the defendant in the said partition or division Saith that at the time of such partition or division he this deponent was very young and doth not recollect the circumstances which took place at that partition and division but that he subsequently became acquainted with the same as well from the said defendant as from the other persons concerned in the said partition and division Saith that he believes

that the said defendant took possession of the said real property allotted to him under the said partition and division as he this deponent afterwards saw him in possession thereof Saith that the said defendant is now in possession of all the said real property save and except the house in Calcutta which he hath since sold Saith that he did know one Ramcaunt Roy who in his lifetime was the father of the said defendant and one Juggomohun Roy who in his lifetime was one of the brothers of the said defendant up to the time of their respective deaths Saith that neither of them ever did after such partition and division interfere or meddle with the possession or management of the landed or real property or any part thereof which was so allotted to the said defendant at the time of such partition and division Saith that he this deponent knows this from being related to the said parties and from being in the daily habits of seeing the said Ramcaunt Roy and Juggomohun Roy up to the time of their respective deaths and also in the daily habit of seeing the defendant Rammohun Roy up to the present time and from being very well acquainted with their dealings and transactions Saith that Juggomohun Roy and Ramlochun Roy took possession of the other parcels of landed property which on occasion of the said partition or division was allotted to each of them respectively and that Ramcaunt Roy kept possession of a part of the said Estate which was on that occasion divided which he this deponent knows from having seen the said parties subsequently to such partition and division in the possession of the said land allotted to them respectively Saith that the said defendant never did at any time after such partition and division as far as his this deponents recollection goes interfere with the possession or management of the other parts of the property which had been allotted to the other members of the family and that the said denfendant could not have intermeddled or interfered in the management or possession thereof for the reason which he hath already given without his this deponents knowledge.

To the Sixth Interrogatory this deponent saith that he doth know when the said defendant in the title of these interrogatories named lived and resided before and at the time and subsequent to the said partition and division Saith that the said defendant lived and resided at the house at Langulparah from the Bengal year one thousand one hundred and ninety eight or one thousand one hundred and nienty nine to the Bengal year one thousand two hundred and twenty three during some part of which last mentioned year the said defendant removed with his family to a house which he had built at Rogonathpore which house was then and hath since hitherto continued to be his family dwelling house

Saith that after the said partition and division and from the time that he this deponent can recollect the defendant hath entered into different services and hath purchased lands from time to time from the profits and gains of such services and employment Saith that he hath also employed himself in dealing in Companys papers all which he hath done solely on his own account which he this deponent knows from being acquainted with the transaction of which he hath been speaking Saith that he doth know that the said defendant did and doth keep books of accounts relating to his dealings and transactions which he hath carried on separately on his own account subsequent to the said partition and division Saith that the said books and accounts were kept and deposited in the Dufterkonnah of the said defendant during the lifetime of the said Ramcaunt Roy and Juggomohun Roy respectively Saith that he doth know that Jussodanundun Ghose Gopeymohun Chatterjee Bhowanny Ghose Juggernaut Mozumder and some others whose names he this deponent doth not now recollect kept and wrote the entries in the said books of account of the defendant during the said last mentioned period and subsequent to such partition and division Saith that all the said persons whom he this deponent hath last named are living except Bhowanny Ghose who died as he this deponent believes in the Bengal year one thousand two hundred and sixteen Saith that the said Bhowanny Ghose died at Rungpore to which place he this deponent went and hath after his death and when he then heard the death of the said Bhowanny Ghose publicly talked of Saith that he this deponent hath had frequent means of seeing and inspecting the said books and accounts of the defendant from time to time during the lifetime of the said Ramcaunt Roy and Juggomohun Roy respectively Saith that during that time the said books and accounts were sometimes in the particular custody and care of Juggernaut Mozumder and sometimes of Gopymohun Chatterjee Saith that the said books and accounts were kept in the Dufterkonnah of the said defendant and related to his own dealings and transactions and were never submitted to the inspection or examination of the said Ramcaunt Roy or Juggomohun Roy or either of them or of any persons or person on their behalf Saith that if the said books of accounts had been so submitted to the inspection or examination of the said Ramcaunt Roy and Juggomohun Roy he this deponent must have known of it as he this deponent was on terms of equal intimacy with all the said parties and acquainted with their affairs and transactions.

To the Eleventh Interrogatory this deponent looking at the paper writings now produced and shown to him at this the time of his

examination in the Persian and Bengally language and character and marked respectively with the letters D & E purporting to be respectively granted and signed by the Collector of Burdwan and to be respectively sealed with the seal of office of the said Collector Saith that he is acquainted with the seal of office of the said Collector and that the impression of a seal which now appear on the said paper writings are impressions respectively of the genuine seal of offices of the said Collector of Burdwan and according to the best of the judgment and belief of him this deponent who hath seen several impressions of the seal of office of the said Collector Saith this deponent looking at the signature which appears subscribed to each of the said paper writings saith that he believes that the said initials are in the handwriting of Mr. Charles Trower the then Collector of Burdwan Saith that he is not acquainted with his handwriting otherwise than having seen a similar signature to official papers from the Collectors office Saith that the said Charles Trower was Collector of Burdwan and officiated as such at the times respectively when the said paper writings bear date.

To the Twelfth Interrogatory this deponent looking at the paper writings now produced and shown to him at this the time of his examination in the Persian and Bengallee language and character and purporting to be respectively signed and sealed by the Collector of Burdwan for the time being and marked with the letters D & E saith that he doth know on what occasion and for what purposes such paper writings were respectively granted by and obtained from the Collector of Burdwan Saith that the defendant Rammohun Roy had in the Bengal year one thousand two hundred and six purchased the Talook of Rammesserpore and Govindpore Saith that shortly after such purchase being about to leave his own country he caused the said Talooks to be entered in the Collectors books in the name of Rajiblochun Roy that they might be better managed in his absence taking from the said Rajiblochun Roy at the same time an agreement in the name of him this deponent but for the benefit and use of the said Rammohun Roy Saith that in the Bengallee year one thousand two hundred and eighteen the said Talooks were by the joint application of the said Rajiblochun Roy and of him this deponent entered in the name of him this deponent in the books of the said Collector Saith that upon this occasion the paper writing marked D was granted by the said Collector Saith that in the Bengal year one thousand two hundred and twenty one the defendant Rammohun Roy returned to Calcutta when by the joint application of him this deponent and the said Rammohun Roy the said Talooks were entered in the Books of the Collector in the name

of him the said Rammohun Roy and the paper writing marked E was issued by the said Collector Saith that during the periods in which the Talooks were entered in the names of Rajiblochun Roy and in the name of him this deponent and up to the time that they were entered in the name of Rammohun Roy the said Talooks have been in the actual possession of the said Rajiblochun Roy but continued to be the property of the said Rammohun Roy who received the profits thereof.

To the Thirteenth Interrogatory this Deponent saith that he doth know who is now in the possession of the Talooks of Govindpore and Rammesserpore in the seventh and eighth interrogatories mentioned Saith that Rajiblochun Roy is in the entire possession of the said two Talooks and holds the same under the said Rammohun Roy whose property they are and have been from the Bengal year one thousand two hundred and six Saith that the said Rajiblochun Roy hath had the management of the said Talooks and hath held them under Rammohun Roy from the time when the said Rammohun Roy purchased them in the Bengal year one thousand two hundred and six up to the present time Saith that the possession and management of the said Talook was never delivered over by the said Rajiblochun Roy to any person or persons whatsoever Saith that in the Bengal year one thousand two hundred and eight a son was born to the defendant in the title of these interrogatories named but that the management of the said Talooks was never transferred from the said Rajiblochun Roy to any other persons or person whatever.

To the fourteenth Interrogatory this deponent saith that he is related to the defendant in the title of these interrogatories named and that he is his nephew being the son of his sister Saith that from the Bengal year one thousand two hundred and eighteen to the Bengal year one thousand two hundred and twenty one the said Talooks of Govindpore and Rammesserpore continued in the books of the Collector of Burdwan as the property of him this deponent Saith that they were so entered in the Bengal year one thousand two hundred and eighteen by the said Rammohun Roy but that he this deponent was never the proprietor of the said Talooks Saith that the said Talooks have always been in the management of the said Rajiblochun Roy Saith that in the Bengal year one thousand two hundred and eighteen when the said Talook was entered in the Collectors books in the name of him this deponent he this deponent was twenty four years of age Saith that in the Bengal year one thousand two hundred and twenty one the said Talooks were transferred to the name of the defendant Rammohun Roy in the books of the said Collector Saith that he this deponent received

no consideration for the same being given and that he suffered the same to be done because the said Talooks in fact belonged to Rammohun Roy.

To the Sixteenth Interrogatory this deponent saith that he doth know a certain Putteney Talook situated in the Pergunnah of Jahanabad in the Zillah of Burdwan called Kissenaghur also a certain other Putteney Talook situate in the same Pergunnah and Zillah called Beerlook also a certain other Putteney Talook situate in the Pergunnah of Bayrah in the Zillah aforesaid called Langulparah and also a certain other Putteney Talook in the Pergunnah of Boorsut in the Zillah aforesaid and called Serampore also a certain upperroomed house and ground thereunto belonging situated at Chowringhee in the Town of Calcutta which formerly belonged to one Elizabeth Fenwick and also a certain other upper-roomed Garden house situate at Simlah in the Town of Calcutta which formerly belonged to one Francis Mendes and which Talooks and houses respectively have been purchased by and are now in the possession of the defendant in the title of these interrogatories named Saith that the said Talooks lands and houses were purchased with the proper monies of the said defendant Saith that he knows this from having been present at the purchase of some of the Talooks and from seeing the defendant in the possession of the other Talooks and houses from the date of the purchase of the same up to the present time.

To the Seventeenth Interrogatory this deponent saith that he doth know that the defendant in the title of these interrogatories named never was at any time nor is he at present possessed of any parcel or parcels of rent free and Bermutter lands situated at Kissenaghur in the Pergunnah of Jahanabad in the Zillah of Burdwan containing either three hundred biggahs or any other quantity which were purchased by the defendant either with his own funds or with the funds of any other persons or person whatever Saith that the said defendant was never in possession of none (?) these twelve biggahs of Bremutter land at Kissenagore and which he obtained from his father under the said Division and Partition Saith that if the said Rammohun Roy had had any other Bermutter land save and except the said twelve Biggahs he this deponent would certainly have known it as he this deponent hath lands in the said village and is in the habit of going there very often.

To the Eighteenth Interrogatory this deponent saith that he doth know of a certain piece or parcel of ground situate at Rogonathpore in the Pergunnah of Jahanabad in the Zillah of Burdwan containing about twelve or thirteen biggahs and not sixteen biggahs of ground part whereof hath been converted into a garden by the defendant in the

title of these interrogatories named and on another part whereof a house hath been erected by the said defendant Saith that the said piece or parcel of ground was not allotted to the said defendant at the time of the partition and division between the said defendant and his father and brothers Saith that the said lands belong to the Talook of Kissenagore which Talook was purchased by the defendant in the Bengal year one thousand two hundred and sixteen since which the said land together with the said Talook hath been in the possession of the said Rammohun Roy Saith that previous to one thousand two hundred and sixteen the said lands were held by some tenants whose names he this deponent doth not now recollect Saith that the said house and garden were respectively built formed and made with the funds and at the expence of the defendant Rammohun Roy which he this deponent knows from having seen the said defendant defray the expences of building the said house and forming the said garden through his servants Saith that the forming the garden was commenced in the Bengal year one thousand two hundred and nineteen [and completed in] one thousand two hundred and twenty four Saith that the building of the house commenced in the Bengal year one thousand two hundred and twenty three but that it is not yet completed Saith that the said defendant Rammohun Roy hath possessed and occupied the said house and garden since they were respectively commenced on which he this deponent knows from seeing him in possession thereof.

To the Nineteenth Interrogatory this deponent saith that he was not present at the death of Juggomohun Roy the father of the Complainant in the title of these interrogatories named Saith that he this deponent returned to Langulparah in the Bengal year one thousand two hundred and twenty after an absence of four years and found the Complainant in the possession of part of the house at Langulparah together with the lands which had been allotted to his said father at the time of the partition and division save and except the Talook of Hureerampore which had been sold during the lifetime of his father Saith x x also saw the Complainant in possession of some household property which the said Complainant informed this deponent had belonged to his father at the time of his death Saith that he doth not know the Complainant did any act or acts towards receiving or administering the personal estate or property or collecting the debts of his father but that he heard that the said Complainant had collected a small sum of money from one Benodram Summadar Saith that he hath seen the said Complainant collect the rent of the landed property which had belonged to his father and which had come into his possession.

To the Twentieth Interrogatory this deponent saith that he doth know a certain Talook situate in the Pergunnah of Cheetua in the district of Midnapore and which at the time of the partition and division between Juggomohun Roy the father of the Complainant in the title of these interrogatories named and the father and brothers of the said Juggomohun Roy in the Bengal year one thousand two hundred and three was allotted to the said Juggomohun Roy Saith that he this deponent saw the said Talook in the possession of the said Juggomohun Roy in the Bengal year one thousand two hundred and five and believes that the said Juggomohun Roy must have obtained possession of the same immediately at or after the said partition and division Saith that the Talook was sold by the Collector for arrears of Revenue in the Bengal year one thousand two hundred and eight and was at the time of suit sale in the possession and management of the said Juggomohun Roy which he this deponent knows from having seen the same in his possession Saith that the said Juggomohun Roy was responsible to Government for the said arrears of Government Saith that the said sale of the said Talook did not satisfy the arrears of rent due to Government Saith that at the time of such sale the said Juggomohun Roy was in Jail and had been in Jail for upwards of x x x x years or three years and a half after such sale when the said Juggomohun Roy paid down one thousand rupees and entered into an agreement to pay the remaining balance by monthly instalments of one hundred rupees which he this deponent knows from having received letters from the said Juggomohun Roy on the subject of such payment and arrangement Saith that the said balance hath not yet been paid and that the Complainant last year entered into arrangements with the Board of Revenue to pay the said balance so due by his father Saith that the defendant in the title of these interrogatories named was not at any time or in any manner connected with the management of such Talooks after such partition and division nor was he required to pay or to contribute to the payment of such arrears of revenue so due from the said Juggomohun Roy.

To the Twenty first Interrogatory this deponent looking at the paper writings now x x x time of his examination marked with the letters F G & H and at the signatures which appear subscribed thereto respectively saith that he is acquainted with the character and manner of handwriting of Juggomohun Roy the father of the Complainant in the title of these interrogatories named and that he hath often seen him write Saith that the whole of the paper in the Bengal character marked F is of the handwriting of the said Juggomohun Roy

Saith that the whole of the paper writing marked G together with the x x x x is also in the proper handwriting of the said Juggomohun Roy Saith that the name Sree Jussudhunandun Ghose and Juggernaut Mozumdar set and subscribed on the back of the said paper writing as attesting witnesses to the execution thereof are of the proper handwriting of them the said Jussodhurnundan Ghose and Juggernaut Mozumdar Saith that the signature sree Juggomohun Roy sakhim Langulparah set and subscribed to the paper writing marked H as the party executing the same is of the proper handwriting of the said Juggomohun Roy Saith that the body of the said paper writing marked H together with the name Goculchunder Bose set and subscribed as an attesting witness to the execution thereof is of the proper handwriting of the said Goculchunder Bose Saith that he doth not x x x x x x x x x x

To the Last Interrogatory the deponent saith that he doth not know any other matter or thing which can tend to the benefit or advantage of the defendant in the title of these interrogatories named.

J. A. Simpson
Examiner

(Sd) শ্রীগুরুদাস মুখোপাধ্যায়

115. Deposition of Golucknarain Sircar a witness produced on the part of Rammohun Roy. (Examined 11 May, 1819)

Deposition of a Witness taken in the above Cause by the Examiner of this Court Golucknarain Sircar of Simlah in Calcutta Sircar aged forty one years or thereabouts being produced as a witness on the part of the defendant in this Cause and a note having been delivered to Mr. William Smith attorney for the Complainant in this Cause on the eighth day of May one thousand eight hundred and nineteen of the name title and place of abode of the said Golucknarain Sircar He the said Golucknarain Sircar was afterwards on the said eighth day of May one thousand eight hundred and nineteen sworn and on the eleventh day of May in the said year was examined on the Interrogatories filed by the said Defendant on the twenty seventh day of August one thousand eight hundred and eighteen and Deposeth as follows—

To the First Interrogatory this Deponent saith that he is a Sircar but out of employ at present and that he maintains himself from the income from some lands which he holds in the Mofussil.

To the Second Interrogatory this deponent saith that he knows the parties Complainant and Defendant in the title of these interrogatories named Saith that he hath known the Complainant for these three or four years last past and the defendant for twenty three or twenty four years last past.

To the Fifteenth Interrogatory this deponent saith that he doth know that the defendant in the title of these Interrogatories named did about twenty one or twenty two years ago lend and advance the sum of Sicca Rupees seven thousand five hundred to the Honourable Andrew Ramsay who was a Civil Servant of the Honorable East India Company on their Bengal Establishment but that he this deponent doth not of his own knowledge know of any sum or sums of money which were ever lent and advanced by the said Defendant to Thomas Woodford Esq also of the Honorable East India Companys Civil Service on their Bengal Establishment Saith that the said Defendant directed him this deponent to come to his the said defendants house in Calcutta and to take from thence the said sum of seven thousand five hundred rupees to the office of the attorney of this Court whose name he this deponent doth not recollect Saith that he accordingly carried the said money to the said office and delivered the same to the defendant who gave the said sum of seven thousand five hundred rupees to the said Honorable Andrew Ramsay who thereupon executed a bond for the sum and gave it to the said defendant Rammohoun Roy Saith that from having so taken the said money and seen it given to the said Andrew Ramsay and from having been at that time a Sircar in the service of the said defendant and seeing the same placed to the debit of the said Andrew Ramsay in the books of the said Rammohun Roy he this deponent knows that it was so lent and advanced out of the proper monies of the said Rammohun Roy Saith that he doth not of his own knowledge know if this sum of seven thousand five hundred rupees hath ever been paid by the said Andrew Ramsay to the said Rammohun Roy or where the bond now is which was given by the said Andrew Ramsay on that occasion but that he hath heard from Rammohun Roy that the said debt hath been paid and the Bond cancelled.

To the Last Interrogatory this deponent saith that he doth not know of any other matter or thing which may tend to the benefit or advantage of the defendant in the title of these interrogatories named.

(Sd) শ্রীগোলোকনারায়ণ সরকার

116. Deposition of Jussodanundun Ghose a witness producod on the part of Rammohun Roy. (Examined 14 May, 1819)

Deposition of a Witness taken in the above Cause by the Examiner of this Court Jussodanundun Ghose of Simlah in Calcutta Sircar aged forty one years or thereabouts—being produced as a witness on the part of the Defendant in this cause and a note having been delivered to Mr. William Smith Attorney for the Complainant in this cause on the thirteenth day of May one thousand eight hundred and nineteen of the name title and place of abode of the said Jussodanundun Ghose—the said Jussodanundun Ghcse was afterwards on the said thirteenth day of May one thousand eight hundred and nineteen sworn and on the fourteeth day of May in the said year was Examined on the Inerrogatories filed by the said Defendant on the twenty seventh day of August one thousand eight hundred and eighteen and Deposeth as follows.—

To the First Interrogatory this deponent saith that he is a Tehvildar or Cash keeper in the service of the defendant Rammohun Roy in which service he this deponent hath been for these ten years last past at a salary of six rupees per month on which he maintains himself.

To the Second Interrogatory this deponent saith that he doth know the parties the Complainant and the Defendant in the title of these interrogatories named Saith that he hath known the said Complainant from his the said Complainants Birth and that he hath known the said defendant for these twenty five years last past.

To the Seventeenth Interrogatory this deponent saith that he doth know that the defendant in the title of these interrogatories named hath not been nor is he possessed of any piece or parcel of Rent free Bermutter ground situate at Kissenaghur in the pergunnah of Jahanabad in the Zillah of Burdwan of any description whatever which was purchased by the defendant with his own funds or jointly with any person or persons whomsoever Saith that if the said defendant Rammohun Roy had purchased such Ground he this deponent would certainly have known of it as he this deponent is in his service and is well acquainted with his affairs and lives at his house at Rogonautpore.

To the Twenty first Interrogatory this deponent saith that he is acquainted with the character and manner of handwriting of Juggomohun Roy who in his lifetime was the father of the Complainant in the title of these interrogatories named Saith that he this deponent was in the service of the said Juggomohun Roy and often saw him write and thereby knows his hand writing This deponent looking at the several paper writings now produced and shown to him at this the time

of his examination marked respectively with the letters F G and H said the signatures that appear in the said paper writings or exhibits marked G & H saith that the whole of the paper writing marked F together with the address on the back thereof is of the proper handwriting of Juggomohun Roy Saith that the whole of the body of the paper writing marked G is of the proper handwriting of the said Juggomohun Roy as is also the name Sree Juggomohun Roy set and subscribed thereto as the party executing the same Saith that the name Sree Juggunaut Mozumder set and subscribed on the back of the said paper writing marked G as an attesting witness to the execution thereof is of the proper handwriting of the said Juggonaut Mozumdar and that the name Sree Jussodanundun Ghose also set and subscribed on the back of the said paper writing marked G is of the proper hand writing of him this deponent Saith that the body of the paper writing marked H is in the proper hand writing of one Goculchunder Bose as is likewise his name set and subscribed thereto as an attesting witness to the execution thereof Saith that the name Sree Juggomohun Roy set and subscribed to the said paper writing as the party executing the same is of the proper hand writing of the said Juggomohun Roy Saith that he this deponent doth not know in whose hand writing the name Kenoram Doss set and subscribed as a witness attesting the execution of the said paper writing.

To the Twenty third Interrogatory this deponent saith that he hath already answered this interrogatory in his examination to the twenty first interrogatory.

To the Last Interrogatory this Deponent saith that he doth not know any other matter or thing that can tend to the benefit or advantage of the defendant in the title of these interrogatories named.

J. A. Simpson }
Examiner }

(Sd)শ্রীযশোদানন্দন ঘোষ

117. Affidavit of Govindpersaud Roy re: serving of a subpœna on witnesses. (Sworn 11 June, 1819)

Govindpersaud Roy of Nangoreparrah in the Zillah Hooghly in the Province of Bengal the Complainant abovenamed maketh Oath and saith that he this Deponent thro his Attorney Mr. William Smith caused a Subpœna to be issued under the seal of this Honorable Court on the First day of October last past directed to Puttitpaban Chuckerbutty, Ramdololl Ghose, Ramtonoo Roy, Bipperpersaud Roy, Tarreney Daby,

Heeraram Chatterjee, Sobachunder Roy, Rammohun Mitter and Ramdhone Digree And this Deponent further saith that he hath not been able to procure the attendance of any of the said Witnesses for the Examination before the Examiner of this Honorable Court although he hath used all due diligence for that purpose And this Deponent further saith that Huraram Chuttopadiah, Bipperpersaud Roy, Sobachunder Roy and Tarreney Daby are material Witnesses for him this Deponent in the above cause and without whose Evidence he cannot safely proceed to a hearing in this suit and that the said Heraram Chuttopadiah, Bipperpersaud Roy, Sobachunder Roy and Tarreney Daby are well acquainted with the family affairs and transactions of him this Deponent the said Defendant and the father and Grand father of him this Deponent and that the subject matter of dispute in this cause related to ancestorial property claimed by this Deponent from the said Defendant. And this Deponent further saith that he hopes and expects to procure the attendance and examination of the said last mentioned Witnesses within one month from the date hereof and that this application is not made for the purpose of unnecessary delay And this Deponent lastly saith that through fear of being arrested for debt he hath not before the present time been able to attend to swear to an affidavit in this cause in order to ground an application for further time to pass publication.

Sworn this 11th day of June 1819 before me

(Sd) শ্রীগোবিন্দ প্রসাদ রায়

(Sd) A. Buller

S. Aviet
Intr.

(A true copy)
D. Heming
Regr.

118. Affidavits of Govindpersaud Roy, Ramdhone Mookerjee and Motook Sirdar re : serving of subpœnas on witnesses. (Sworn 10 July, 1819)

Govindpersaud Roy of Nangoreparah in the Zillah of Hooghly in the Province of Bengal the Complainant abovenamed Ramdhone Mookerjee of Burrow Bazar in the Town of Calcutta Sircar and Motook Sirdar a servant in the service of the said Complainant make oath and say and first the Deponent Govindpersaud Roy for himself saith that on the Twelfth day of June last past he this Deponent through his

attorney Mr. William Smith caused a Subpœna to be issued out of and under the Seal of this Honorable Court directed to Nubkissore Roy, Radakistno Bonnerjee, Ramchunder Bonnerjee, Kistnanund Bonnerjee, Rogobeer Digree, Oboychurn Dutt, Rampersaud Kubrez, Groopersaud Pundit, Kissenpersaud Pundit, Ramduloll Ghose, Puttitpabon Chuckerbutty, Ramdhone Digree, Nemye Roy, Muddenmohun Bose, Radamohun Odecary, Ramlochun Roy Chowdry and Hurgovind Odecary to give Evidence before the Examiner of this Honorable Court upon Interrogatories filed in the cause on the part of this Deponent but that he hath not been able to procure the attendance in Calcutta of more than 5 out of the said 17 persons in the said Subpoena named and this Deponent further saith that he hath not been able to procure the attendance of Heeraram Chuttopadeah, Bepperpersaud Roy, Sobachunder Roy, Tarreney Daby and also Nubkissore Roy, Nemye Roy, Ramdhone Digree, Rogobeer Digree and Puttitpaubon Chukerbutty, who are material Witnesses for him this Deponent and well acquainted with the family affairs and concerns of him this Deponent and the Defendant in this cause mentioned and that he this Deponent cannot safely proceed to a hearing therein without the testimony of the said Heeraram Chuttopadiah, Bepperpersaud Roy, Sobachunder Roy, Tarreney Daby, Nubkisore Roy, Nemye Roy, Ramdhone Digree, Rogobeer Digree and Puttitpaubon Chuckerbutty And the Deponent Ramdhone Mookerjee for himself saith that on the Nineteenth day of June last past he this Deponent at the desire of the said Complainant left Calcutta accompanied by the other deponent Motook Sirdar for the purpose of serving Subpoenas upon the several persons named in the annexed Subpoena marked A and that he this Deponent proceeded in the first instance to a place called Kissenagore about Two days Journey from Calcutta where he was informed by the other Deponent Motook Sirdar that several of the Witnesses resided but on his arrival at the said last mentioned place he was informed that several of the Witnesses had absconded to avoid being served with Subpoenas and that he was only able to serve a Subpoena upon one Obhoychurn Dutt And this Deponent further saith that on the 26th day of the said month of June last past he this Deponent left Kissenagore for a place called Khotalparrah for the purpose of serving a Subpoena upon Ramdhone Degree in the said Subpoena named and that after going to his Silk Factory and making diligent search and inquiry for him the said Ramdhone Degree he the said Ramdhone Degree was not to be found that on the following day he this Deponent left Khotalparrah for a place called Joyparrah Kissenagore where he found the said Ramdhone Degree and

Rogobeer Degree also named in the said Subpoena whom he served and who upon this deponents serving them with a copy of the said Subpoena took hold of him this Deponent and the said other Deponent Motook Sirdar and beat them in a violent manner with the stick of a Kitisal and at the same time the said Rogobeer Degree ordered a person then present to take from him this Deponent the said Original Subpoena hereunto annexed and to tear the same which he accordingly did and this Deponent further saith that on the Twenty eighth day of the said month of June last he left the said last mentioned place for Nangoreparah where he remained four days making diligent search and enquiry for the persons named in the said Subpoena during which time he this Deponent served copies of the said Subpoena upon the following persons viz. Groopersaud Pundit, Radakistno Bonnerjee, Kissenpersaud Pundit and Ramchunder Bonnerjee and this Deponent further saith that he left the said last mentioned place for Calcutta accompanied by the said last mentioned Witnesses and the before mentioned Obhoychurn Dutt and that on the 6th day of July Instant he arrived at Calcutta with them and the Deponent Motook Sirdar for himself saith that on the 5th or 6th day of Aussar Instant he this Deponent accompanied the said other deponent Ramdhone Mookerjee to Joyparrah Kissenagore Khataulparrah and Royna for the purpose of pointing out the persons intended to be subpoenaed on the part of the Complainant in the above Cause and that he accordingly pointing out Groopersaud Pundit, Radakistno Bonnerjee, Kissenpersaud Pundit, Ramchunder Bonnerjee, Obhoychurn Dutt, Ramdhone Degree and Rogobeer Degree to the said other Deponent Ramdhone Mookerjee and this Deponent further saith that when the said Ramdhone Degree and Rogobeer Degree were served with the said Subpoenas by the said other Deponent Ramdhone Mookerjee they the said Ramdhone Degree and Rogobeer Degree took hold of this Deponent and the said other Deponent Ramdhone Mookerjee and beat them in a violent manner with the stick of a Kitisal and at the same time the said Rogobeer Degree ordered his nephew who was then present and whom this Deponent knows to tear the said Subpoena which he did accordingly and threw it upon the ground and which was afterwards picked up by this Deponent and this Deponent further saith that several of the persons intended to be subpoenaed could not be found altho' diligent enquiry was made after them for that purpose And this Deponent Govindpersaud Roy for himself lastly saith that this application to enlarge publication is not made for the purpose of unnecessary delay and that he hopes and expects within two months from the date hereof with the

assistance of this Honorable Court to compel the attendance of such of the Witnesses as he this Deponent has before stated to be material and necessary for time in this cause.

Sworn this 10th day of July 1819 before me
(Sd) E. H. East.

(Sd) শ্রীগোবিন্দ প্রসাদ রায়
(Sd) শ্রীরামধন মুখোপাধ্যায়
his
Motook X Sirdar
mark

A. Mactier
Rg. Clerk.

Read 10 July 1819.
G. Aviet
Intr.

119. Cross Interrogatories on the part and behalf of Rammohun Roy. (Filed 9 August, 1819)

Cross Interrogatories to be administered to the undermentioned Witnesses if they shall be produced Sworn and Examined on the part and behalf of the Complainant in a certain Cause now pending and at issue in the Supreme Court of Judicature at Fort William in Bengal wherein Govindpersaud Roy the son Heir and legal Representative of Juggomohun Roy deceased is Complainant and Rammohun Roy is Defendant.

ON THE PART AND BEHALF OF THE DEFENDANT

First Interrogatory...What is your age and have you been long and how long acquainted with the several persons in the Title of these Interrogatories named? Are you related in any and what degree to any or to either and to which of them? What is your profession or means of living or subsistance? Where do you now live or reside and where is your family house and where have you dwelt and resided since the month of Augran in the Bengal year one thousand two hundred and three?

Second Interrogatory...If you shall have said in your Examination-in-Chief that you have been or are acquainted with the Concerns dealings transactions or property of any or of either of the parties in the Title of these Interrogatories named or of the Father or Brothers of the Defendant abovenamed. Explain and declare particularly how and in what manner and by what means you became acquainted with the concerns dealings transactions or property of them or of any or of either

and of which of them? If you shall have said in your Examination-in-Chief that the Defendant abovenamed his Father and Brothers lived together as an undivided Hindoo family or united their respective gains earnings or acquirements or Contributed to a common stock or fund set forth and Explain fully and particularly the means of your knowledge herein and during what period or periods of time and where and in what manner the said Defendant and his Father and Brothers lived together and when how and in what instance they united their gains earnings or acquirements or contributed to such common stock or fund and particularly specify and mention what sum or sums was or were contributed by any or by either and by which of the said parties by name to the other and to which of the said parties by name and where and in whose presence such sum or sums was or were paid or contributed? and also declare and Explain whether the whole or any and what part or portion of the gains earnings and acquirements of the said parties was or were contributed to such common stock or fund and to what amount by each party respectively and who had the management and possession of such common stock or fund during the life time of the Father of the defendant abovenamed? If you shall have said that Juggomohun Roy the Father of the Complainant abovenamed continued until the time of his death to be a member of the same undivided family with the said defendant and that the said Juggomohun Roy contributed together with the same Defendant to a joint stock or fund declare and Explain when and on what occasions and what sum or sums of money the said Juggomohun Roy and the said Defendant respectively contributed to such joint stock or fund and what person or persons by name received the same and whether any and what accounts or account was or were kept by any person or persons and who or whom by name of the sum or sums so contributed by the said Juggomohun Roy and the said Defendant and if you know Declare in whose possession such account or accounts now is or are? and the reasons and means of your knowledge touching the matters and things hereinbefore enquired after fully and particularly explain and declare.

Third Interrogatory...Do you not know that Ramcaunt Roy the Father of the Defendant in the Title of these Interrogatories named executed a deed of partition whereby he allotted and divided among his sons and who by name some and what part or portion of the Landed property which the said Ramcaunt Roy possessed before the time of such partition? If yea did any and what change or changes take place in the family of the said Ramcaunt Roy after or in consequence of such partition? Where did Ramcaunt Roy dwell and reside from and

after such partition and until the time of his death and when did such partition take place and when and where did Ramcaunt Roy die? Where did the Defendant dwell and reside at and immediately after such partition and during the life time of the said Ramcaunt Roy? Was the Defendant employed in any and in what manner or by any person or persons or in any office or offices after such partition and when and where and how and by whom and for what period or periods of time respectively was the said Defendant so employed during the life time of his said Father Ramcaunt Roy? Had the Defendant any and what means of earning or acquiring money after the such said partition and during the life time of his Father? If yea what to your knowledge did he do with the money which he so earned or acquired? Where did Juggomohun Roy dwell and reside after the partition hereinbefore enquired after and during the life time of his Father Ramcaunt Roy? Was the said Juggomohun Roy employed in any and in what manner or did he enter into any and what dealings or business in any and in what place or with any and what person or persons by name? Did the said Juggomohun Roy earn gain or acquire any money by any and what means after such partition and during his Fathers life time and if yea how did the said Juggomohun Roy apply or appropriate his gains or earnings?What Landed property was allotted or divided by the said Ramcaunt Roy in and by such Deed of Partition and what parts thereof were allotted to his sons respectively? Who after such partition received the rents and profits of the Land which was allotted to the said Juggomohun Roy and to the Defendant respectively? Who after such partition managed the land which was allotted to the said Juggomohun Roy and who paid the Government Revenue thereof? What has become of the Landed property which was allotted by such partition to the said Juggomohun Roy and who is now in the possession thereof? Was any and what Landed property retained by the said Ramcaunt Roy at the time of such partition and who received the rents and profits thereof and paid the Government Revenue of the same after the period of such partition? Who at this the time of your Examination is or are in the possession of the Landed property which was so retained by the said Ramcaunt Roy at the period of such partition and who now receives the Rents and profits thereof? When and where did the said Ramcaunt Roy and Juggomohun Roy respectively die and where was the said Defendant at the periods when they respectively died? Who took possession of the Estate or property documents Books and accounts whereof the said Ramcaunt Roy and Juggomohun Roy respectively died possessed and who is or are now in possession thereof res-

pectively? Did the said Ramcaunt Roy and Juggomohun Roy or either and which of them die possessed of any Landed property if yea set forth and describe the same fully and particularly.

Fourth Interrogatory...If you shall have said in your Examination-in-Chief that Ramcaunt Roy and his sons after the partition in the next preceding Interrogatory named reunited and lived together as an Hindoo family and became again and were joint and undivided in food or property declare and Explain fully and particularly when how and in what manner the said Ramcaunt Roy or any or either and which of his sons by name reunited and lived together and which let or induced the parties to reunite or live together? And also explain and declare whether the Deed of partition in the next preceding Interrogatory mentioned was cancelled or destroyed or whether any and what means were adopted by the said Ramcaunt Roy or by any or by either and by which of his sons to declare or show or testify that they had become reunited in Interests? How soon after the said partition did the said parties and which of them reunite their Interests and in what month and year did such reunion take place? Where did the said Ramcaunt Roy and his sons respectively reside immediately before such reunion? and did any and what change take place in the residence of the said Ramcaunt Roy or of any or of either and of which of his sons at or about the time of such reunion and when particularly? If yea describe the same fully and particularly? Where did the Defendant in the Title of these Interrogatories named reside in the months which immediately preceded and followed the said reunion of interests? and where did he dwell and reside in the Bengal years one thousand two hundred and four, one thousand two hundred and five and one thousand two hundred and six and where did he reside in the Bengal years one thousand two hundred and nine, one thousand two hundred and ten and one thousand two hundred and eleven respectively where did Ramcaunt Roy reside between the Bengal years one thousand two hundred and three and one thousand two hundred and ten? In what house and place did the said Ramcaunt Roy depart this life? Did the said Ramcaunt Roy after such partition as aforesaid at any time or times and when and in what years and for what period or periods of time respectively dwell and reside at Burdwan and If yea did any and what member or members of the family dwell or reside with the said Ramcaunt Roy at Burdwan and for what period of time and where did the said Juggomohun Roy and the said Defendant respectively dwell and reside when the said Ramcaunt Roy dwelt and resided at Burdwan? Do you know who performed the Shraud of the said

Ramcaunt Roy after his death? If yea who by name performed the same and was not the same performed separately by his surviving sons? If not, when and where and by whom and in whose presence was the Sheraud jointly performed? Did you see the said Defendant at any time or times and when and on what occasion or occasions at the family house at Nangoorpara during the Bengal year one thousand two hundred and four, one thousand two hundred and five, one thousand two hundred and six, one thousand two hundred and seven, one thousand two hundred and eight, one thousand two hundred and nine and one thousand two hundred and ten? If yea specify particularly when and how often you saw the said Defendant during the last mentioned years and who was or were present on any occasion when you so saw the said Defendant at the family house during the last mentioned years and did the Defendant on all or any of the occasions last enquired after continue for any and for what period or periods of time at the said family house?

Fifth Interrogatory...Did you not farm certain Land situate at Kavilpore &c. and called Yuma Land and which had been purchased by Juggomohun Roy subsequent to the partition in the third Interrogatory mentioned? If yea, how long did you farm the same and when particularly did you begin to farm the same? Did you not farm the same from the said Juggomohun Roy and pay the rent thereof to him or to some and to what person or persons on his account? If not, who by name received the rent thereof and granted you receipts for the same? are such receipts now in your custody or possession? or what is become of such receipts?

Sixth Interrogatory...Was not Juggomohun Roy confined for three years or for some other and for what period of time in the Gaol or Prison of Midnapore on account of a debt which he was unable to satisfy and what was the nature and amount of such debt? Was not the Defendant in rich and opulent circumstances during the period while the said Juggomohun Roy continued in such confinement? When was the said Juggomohun Roy released from such confinement and how and by what means did he obtain his release? Was not the said Juggomohun Roy greatly embarrassed in his pecuniary circumstances before and after he was released from such confinement and until the period of his death?

Seventh Interrogatory...Were you not employed by Tarreney Daby the mother of the said Juggomohun Roy and at his request to Mortgage certain and what Jewels belonging to the said Juggomohun Roy in order to relieve the pecuniary distress of the said Juggomohun Roy and did

you not Mortgage the same and borrow some sum or sums of money from some and what person or persons by name and deliver the sum or sums so borrowed to the said Juggomohun Roy and when particularly did the transaction herein enquired after happen or take place?

Eighth Interrogatory...Do you not know a house at Rogonathpore which is now occupied by the family of the said Defendant Rammohun Roy? If yea, was not the said house built four or five years after the death of his brother Juggomohun Roy and when particularly was the same built and by whom? When was the Garden adjoined to the said house formed or laid out and at whose expence? and is any and what Revenue paid to the Government for the Ground on which the said House is built and for the Ground which constitutes the said Garden or is the said Ground of the said House and Garden Rent free? Did not the said Juggomohun Roy purchase a piece or parcel of Ground adjoining to the said house and Garden which is rent free and now laying waste and is not the last mentioned Ground which was so purchased by the said Juggomohun Roy distinct and separate from the Ground on which the said House hereinbefore enquired after is built and which forms the said Garden?

Last Interrogatory...When were you first applied to on the subject of giving evidence in this Cause and what person or persons by name applied to you to give evidence for the Complainant? What sum have you received or been promised to induce you to attend the Examiner of this Honorable Court and give your evidence for the Complainant? When did you come to Calcutta and when and where were you served with a subpœna to give evidence for the Complainant? Was any application or communication made to you by or on the behalf of the Complainant touching your Examination before you received such subpœna? Have you at any time and when attended at the office of the Solicitor of the Complainant in this suit? If yea, how often did you so attend and did you communicate to the said Solicitor or to any person at his office, the nature of the Testimony that you intended to give for the said Complainant? Have you at any time and when communicated to the said Complainant or to any other person or persons on his behalf and to who or whom by name, the particulars or substance of the matters to which you have deposed in your Examination-in-Chief? If yea, when did you communicate the same, and if not, declare if you know, how the Complainant became informed that you were enabled to give evidence on his behalf?

J. Turner
Defdts. Atty. (Sd) H. Compton.

Radakistno Bonnerjee was produced and duly sworn to these Cross Interrogatories 31st day of August 1819. Before me

(Sd) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

Ramchunder Bonnerjee was produced and duly sworn to these Cross Interrogatories this 31st day of August 1819.

Before me

(Sd) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

Obychurn Dutt was produced and duly sworn to these Cross Interrogatories this 31st day of August 1819.

Before me

(Sd) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

Kissenpersaud Pundit was produced and duly sworn to these Cross Interrogatories this 31st day of August 1819.

Before me

(Sd) E. C. Macnaghten
V. A. Chater
Swn. Intr. to the Oath.

120. Petition of Govindpersaud Roy to be allowed to sue in forma pauperis. With Affidavit and Court's Order. (24 August, 1819).

To the Honorable Sir Edward Hyde East Knight Chief Justice and his companions Justices of the said Court.

The Humble Petition of Govindpersaud Roy the Complainant abovenamed

Sheweth

That your Petitioner hath filed his Bill of Complaint in this Honorable Court against the above named Defendant who hath appeared thereto and Filed his answer That Interrogatories on behalf of both parties have been filed.

That your Petitioners circumstances are so reduced that he cannot carry on the proceedings of the said suit against the said Rammohun Roy unless your Petitioner obtains leave of this Honorable Court to prosecute the said suit in forma pauperis through his present Attorney Mr. Wm. Smith.

Your Petitioner therefore Humbly Prays that your Lordships will be pleased to order that your Petitioner be allowed the benefit of suing in forma pauperis.

(Sd.) শ্রীগোবিন্দপ্রসাদ রায়

(A true Copy)
(Sd) D. Heming
Regr.

I do hereby consent to carry on the above Cause in forma pauperis on behalf of the Complainant if it shall please your Lordships to order the same.

William Smith
Complainants attorney

(A true Copy)
D. Heming
Regr.

The attorney for paupers humbly reports to your Lordship that he conceives the petitioner to be pauper and to have a good complaint against the Defendant.

(Sd.) C. G. Strettell
13 September 1819.

The attorney for paupers further begs leave to report to your Lordship that Mr. Smith the attorney for the Complainant and within named has refused to act for him any longer.

(Sd.) C. G. Strettell.

(A true Copy)
(Sd.) D. Heming
Regr.

Affidavit

Govindpersaud Roy of Nangoreparrah in the Zillah of Hooghly in the Province of Bengal Bramin maketh Oath and saith that he this Deponent is not after payment of all his just Debts worth the sum of

one hundred Arcot Rupees in the world save and except the wearing apparel and bedding of him this Deponent and this Deponent further saith that no person or persons hath or have in trust for him any sum or sums of money or other property whatever save and except the matter in dispute in this cause.

Sworn this 24th day of August 1819 before me (Sd.) A. Buller

(Sd.) শ্রীগোবিন্দপ্রসাদ রায়

(A true copy)
(Sd.) D. Heming
Regr.

Upon reading the foregoing Petitioner and the above Affidavit having been duly sworn before me I do order that Govindpersaud Roy the Complainant abovenamed be admitted to prosecute the above suit in forma pauperis Dated this twenty fourth day of August one thousand eight hundred and nineteen.

(Sd.) E. H. East

(A true copy)
(Sd.) D. Heming
Regr.

Order

George the Third by the Grace of God of the United Kingdom of Great Britain and Ireland King Defender of the faith and so forth

Vacation after third Term 1819.

Govindpersaud Roy against Rammohun Roy

Upon reading a Petition of the Complainant in this cause the consent of Mr. William Smith attorney for the said Complainant thereunder Written and an affidavit of the said Complainant Govindpersaud Roy sworn the twenty fourth day of August last and the Reports of Mr. Charles George Strettell attorney for the Defendants therein written filed this day. It is ordered that the said Complainant Govindpersaud Roy be and he is hereby admitted to carry on this suit in forma Pauperis by Mr. William Smith upon the application of Mr. William Smith attorney for the said Complainant.

WITNESS Sir Edward Hyde East Knight Chief Justice at Fort William aforesaid the fourteenth day of September in the year of our Lord one thousand eight hundred and nineteen.

Smith Atty.
In forma Paup. (Sd.) D. Heming

(A true Copy)
(Sd.) D. Heming
Regr.

121. Deposition of Radhakistno Bonnerjee a witness produced on the part of Govindpersaud Roy. (Examined 31 August, 1819)

Deposition of a witness taken in the above Cause by the Examiner of this Court——Radhakistno Bonnerjee of Kidderpore in the District of twenty four Pergunnahs Bhattacharjee aged thirty five years or thereabouts being produced as a witness on the part of the Complainant in this Cause and a Note having been delivered to Mr. John Turner Attorney for the Defendant in this Cause on the ninth day of July one thousand eight hundred and nineteen of the name title and place of abode of the said Radakistno Bonnerjee He the said Radakistno Bonnerjee was afterwards on the said ninth day of July one thousand eight hundred and nineteen Sworn and on the thirty first day of August in the said year was Examined on the Interrogatories filed by the said Complainant on the twenty seventh day of July one thousand eight hundred and eighteen and Deposeth as follows——

To the First Interrogatory this deponent saith that he doth know the parties the Complainant and the defendant in the title of these interrogatories named Saith that he hath known the Complainant from his infancy and that he hath known the defendant from his this deponents infancy Saith that he did know in their respective lifetimes Ramcaunt Roy who was the father of the said defendant and the grandfather of the Complainant and that he also knew Juggomohun Roy and Ramlochun Roy who were the sons of the said Ramcaunt Roy and which said Juggomohun Roy was the Father of the Complainant Saith that he knew the said Ramcaunt Roy Juggomohun Roy and Ramlochun Roy from his own infancy up to the time of their respective deaths Saith that the said Ramcaunt Roy died about fifteen years ago at Burdwan and which he this deponent heard of shortly after it happened at Langulparah and where the family of the said Ramcaunt Roy then resided

Saith that the said Juggomohun Roy died about seven years ago at Langulparah where he this deponent was at the time when he died Saith that the said Ramlochun Roy died about nine years ago at Langulparah to which place he was removed two days previous to his death from his house at Radanaghur Saith that he this deponent was sent for immediately after the death of the said Ramlochun Roy and saw his corpse at Langulparah.

To the Second Interrogatory this deponent saith that he had not the means of knowing or being acquainted nor was he acquainted with the affairs and concerns of the said family either during the lifetime of the said Ramcaunt Roy or since his death other than as such matters became notorious and known to everybody in the neighbourhood.

To the Third Interrogatory this deponent saith that the said Ramcaunt Roy and his said three sons Juggomohun Roy Ramlochun Roy and Rammohun Roy did up to within five years of the death of the said Ramcaunt Roy live together and form an undivided Hindoo family Saith that about five years before the death of the said Ramcaunt Roy the said Ramlochun Roy removed from the said house at Langulparah to the ancestorial house at Radanaghur when it became known in the family that the said Ramcaunt Roy had divided his property amongst his sons and had given his own share in the said ancestorial House at Radanaghur to his son Ramlochun Roy as a part of his portion or share of the said Estate Saith that he this deponent doth not know what were the portions which were allotted to the said three sons respectively Saith that he this deponent was in the habit of going almost daily to the said family house at Langulparah as an officiating Bramin whereby he acquired information of the circumstances of which he hath spoken in his answer to this interrogatory.

To the Fourth Interrogatory this deponent saith that after the said partition and division enquired of by the next preceding interrogatory the said Juggomohun Roy and Rammohun Roy together with their families and mother continued to live and reside at the house at Langulparah till about two years ago when the said Rammohun Roy removed his family to a house which he had built at Roganauthpore where they now reside Saith that from the time of the said division up to the present time the family of the said Ramlochun Roy hath lived and resided at the said house at Radanaghur Saith that at the time of his removing to the said house at Radanaghur the mother of the said Ramlochun Roy one of the wives of the said Ramcaunt Roy accompanied him to the said house where she hath continued to live ever since Saith from the date of the said partition the said Ramcaunt Roy sometimes lived at the said house at

Langulparah and sometimes at Burdwan and that another of his wives the mother of the said Juggomohun Roy and Rammohun Roy hath continued to live and reside there ever since Saith that he this deponent doth not know on what terms the said Rammohun Roy and Juggomohun Roy lived after the said partition and division of which he hath been speaking or whether they possessed and enjoyed their respective portions under the said division or partition severally or jointly Saith that he never heard of any reunion between any of the said parties.

To the Eleventh Interrogatory this deponent saith that he doth know a certain Talook or Putteney Talook called Kissenagore situate in the Pergunnah of Jehanabad in the zillah of Burdwan and a certain other Talook or Putteney Talook called Beerlook situate in the same Pergunnah and Zillah and a certain other Talook or Putteney Talook called Langulparah situate in the same Zillah but in what Pergunnah he this deponent doth not know and a certain other Talook or Putteney Talook called Serampore in the Pergunnah of Boorsut in the same Zillah Saith that he doth not know when these Talooks were purchased nor doth he of his own knoweldge know by whom or out of whose funds or monies they were purchased Saith that he hath heard at Langulparah that the Talooks of Kissenagore and Beerlook were purchased by Rajiblochun Roy Saith that he hath heard generally but cannot say particularly from whom that the said Talooks were purchased by the said Rajiblochun Roy and believes they were purchased out of his own funds and monies he being a wealthy man Saith that he doth not know the respective value of the said Talooks in this interrogatory mentioned nor the annual profits thereof respectively to the Zemindar or who hath received the profits if any of the said Talooks respectively Saith that one Juggernauth Mozumdar hath collected the rents and profits of the Talooks of Kissenagore and Beerlook since the date of their purchase by Rajiblochun Roy but on whose account he doth not know.

To the Twelfth Interrogatory this deponent saith that he doth not know what sums of money were laid out and expended during the lifetime of the said Juggomohun Roy or at any other time in making into a garden certain ground situated at Roganauthpore in the Pergunnah of Jehanabad and Zillah of Burdwan Saith that a house hath been erected thereon since the death of Juggomohun Roy by the defendant Rammohun Roy but at what expence he doth not know Saith that considerable expence was incurred in making the said garden but out of whose fund the same was defrayed he this deponent doth not know.

To the Thirteenth Interrogatory this deponent saith that he hath heard generally but from whom in particular he doth not now recollect that about two or three years after the said Rajiblochun Roy had purchased the said Talooks of Kissenagore and Beerlook the defendant Rammohun Roy purchased the same from him the said Rajiblochun Roy but on whose account the said Rammohun Roy made such purchase or out of whose funds the purchase money was paid he this deponent did not hear Saith that he doth not know nor hath he heard of any other purchase of lands or house that were at any time or times made by the said Juggomohun Roy or the said defendant Rammohun Roy or any or either of them either on their joint or separate account Saith that he doth not know the extent or value of the said Talooks of Kissenagore or Beerlook Saith that the said Talooks of Kissenagore and Beerlook are now in the possession of the defendant Rammohun Roy who has let the same to farm to Rajiblochun Roy.

To the Fourteenth Interrogatory this deponent saith that during the lifetime of the said Juggomohun Roy the defendant Rammohun Roy was seldom at Langulparah but mostly absent from his country and living ad residing in different parts of Hindoostan Saith that his family lived and resided in the same house with the said Juggomohun Roy and family and in appearance formed an undivided Hindoo family with the family of the said Juggomohun Roy Saith that Tarreney Daby the mother of the said Juggomohun Roy and of the said Rammohun Roy lived in the same house and partook of everything in common with the families of the said Juggomohun Roy and Rammohun Roy Saith that he doth not know whether one part in particular more than the other defrayed the expence of the living of the said Tarreney Daby Saith that during the lifetime of the said Juggomohun Roy and up to the time of the removal of the family of the said Rammohun Roy from the house at Langulparah to the house at Roganauthpore the religious ceremonies performed at the house at Langulparah were joint and not separate and that the expences thereof were defrayed by the Naib for the time being who appeared to be the common servant of the family and not of any particular branch thereof but out of what fund or funds he defrayed such expences he this deponent doth not know.

To the Fifteenth Interrogatory this deponent saith that the said Complainant was about the age of thirteen years at the time of the death of the said Juggomohun Roy which he this deponent knows from having known him from his birth Saith that at the time of the death of the said Juggomohun Roy the servants of the family continued to possess and manage the estate in the same manner they had done during his

lifetime Saith that he doth not know what was the value of the Estate either real or personal of the said Juggomohun Roy at the time of his death.

To the Sixteenth Interrogatory this deponent saith that the said Complainant and the family of the defendant did after the death of the said Juggomohun Roy live together and appear to form an undivided Hindoo family till about two years ago when the defendant removed his family from the house at Langulparah to the house erected by him at Roganauthpore Saith that he this deponent heard at the time that the said Rammohun Roy was about to remove his family to Roganauthpore that his reason for removing was because he had given his share of the Langulparah house to his nephew Gooroodoss Mookerjee.

To the Last Interrogatory this deponent saith that during the lifetime of the said Juggomohun Roy a market was established at Kissenagore but at whose expence he this deponent doth not know nor doth he know any other matter or thing which may tend to the benefit or advantage of the Complainant in this Cause.

J. A. Simpson }
Examr. }

(Sd.) শ্রীরাধাকৃষ্ণ বন্দোপাধ্যায়

122. Cross Deposition of Radakistno Bonnerjee. (Examined 1 September, 1819).

Deposition of a Witness taken in the above Cause by the Examiner of this Court—Radakistno Bonnerjee of Kidderpore in the district of twenty four Pergunnas Bhattacharjee aged thirty five years or thereabouts being produced as a witness on the part of the Complainant in this Cause and a Note having been delivered to Mr. William Smith Attorney for the said Complainant in this cause on the thirty first day of August one thousand eight hundred and nineteen the name title and place of abode of the said Radakistno Bonnerjee He the said Radakistno Bonnerjee was afterwards on the said thirty first day of August one thousand eight hundred and nineteen sworn and on the first day of September in the said year was Examined on the Cross Interrogatories filed by the Defendant on the ninth day of August one thousand eight hundred and nineteen and Deposeth as follows—

To the First Cross Interrogatory this deponent saith that he is about thirty six or thirty seven years of age Saith that he hath known the said Complainant from his the said Complainants infancy and that he hath known the said defendant from his this deponents childhood Saith that he is not in any manner related to them or either of them

Saith that he is a Bramin and subsists from the donations which he receives from his disciples and the produce of some Bermutter land Saith that he lives and resides at Kissenagore in the Zillah of Hooghly where he hath lived and resided from his birth and that his family hath also lived and resided at the same place Saith that he hath dwelt and resided at Kissenagore from the month of Augrun in the Bengal year one thousand two hundred and three as he had done before that period.

To the Second Cross Interrogatory this deponent saith that he was not acquainted with the concerns dealings transactions or property of any or either of the parties in the title of these interrogatories named or of the father or brothers of the defendant Saith that the defendant above named and his father and brothers apparently lived together as an undivided Hindoo family according to the best of the observation of him this deponent until the removal of Ramlochun Roy from Langulparah to Radanaghur about twenty years ago and that the said Ramcaunt Roy and his sons Juggomohun Roy and Rammohun Roy continued to live in the house at Langulparah until the time of the death of the said Ramcaunt Roy Saith that the said Ramcaunt Roy lived and resided during the above period sometimes at the said house at Langulparah and sometimes in a house at Burdwan but that one of his wives the mother of the said Juggomohun Roy and Rammohun Roy always lived and resided at the said house at Langulparah Saith that the said Juggomohun Roy together with his family continued to live and reside at the said house at Langulparah up to the time of his death about seven years ago and that his family still continue to live and reside there Saith that the family of the said Rammohun Roy continued to live and reside in the said house at Langulparah up to about two years when they were removed by the said Rammohun to his house at Roganauthpore Saith that during the period when the said family of the said Rammohun Roy lived and resided at Langulparah the said Rammohun Roy occasionally lived and resided there himself but was more generally absent Saith that he this deponent knows nothing about their gains or earnings or whether the same was carried to a common stock or not or in what manner the same was disposed of Saith that his means of knowledge are from being in the almost daily habit of seeing the family from his infancy Saith that he this deponent doth not know who had the possession or management of any common stock or fund or of any fund of any kind during the lifetime of the said Ramcaunt Roy up to the time of his death or at any other time in the said family Saith that during the lifetime of the said Ramcaunt Roy the said Ramcaunt Roy appeared to be at the head and take the lead of the family.

To the Third Cross Interrogatory this deponent saith he doth not of his own knowledge know but heard it generally spoken of at the time when the said Ramlochun Roy removed from Langulparah that the said Ramcaunt Roy the father of the defendant in the title of these interrogatories named had allotted and divided his property among his sons the said Juggomohun Roy Ramlochun Roy and the defendant Rammohun Roy and that some writing or other had been executed on the occasion but that he this deponent did not hear what was the extent of the property so divided or whether the said Ramcaunt Roy had divided the whole of his property or who were the parties to the said writing Saith that on such partition being made no change whatever took place in the family of the said Ramcaunt Roy at the said house at Langulparah save and except the removal of the said Ramlochun Roy together with his mother and family to the said house at Radanaghur Saith that the said Ramcaunt Roy continued to live and reside at the said house at Langulparah subsequent to the said partition or division in the same manner that he had done prior to it Saith that he occasionally went and lived and resided at Burdwan and that he was in the habit of doing so both prior to and after the said partition and division Saith that the partition about which he this deponent hath been speaking took place about twenty years ago Saith that the said Ramcaunt Roy died at Burdwan about fifteen years ago and that two of his wives were then living at Langulparah and the other at Radanaghur Saith that the said defendant was at Langulparah at the time of the said partition but how long he personally continued there he this deponent doth not recollect Saith that he hath heard that the said defendant hath been employed from time to time by different persons and in various offices after such partition and division and that he was also so employed both prior to the death of his father and before the said partition and division but that he this deponent doth not know by whom or when or where he was so employed Saith that he believes that the said defendant hath had means and opportunities of acquiring money after such partition and during the lifetime of his said father but to what extent he this deponent cannot form any judgment nor doth he know what the said Rammohun Roy did with any sum or sums of money which he may so have earned Saith that the said Juggomohun Roy continued to live and reside at the said house at Langulparah after the said partition and division and during the lifetime of his father the said Ramcaunt Roy Saith that he this deponent doth not know whether the said Juggomohun Roy was employed in any manner or whether he entered into any dealings or business in any place or with any persons or person or not Saith that

after the date of the said partition the said Juggomohun Roy continued to look after the lands which his father held in farm as he had done before that period but whether he made any gains or not he doth not know Saith that he this deponent doth not know what property was allotted or divided by the said Ramcaunt Roy or what part or parts were allotted to his sons or son respectively or who after such partition received the rents and profits of the land which was allotted to the said Juggomohun Roy and the defendant respectively Saith that he this deponent doth not know who after such partition managed the lands which were allotted to the said Juggomohun Roy or who paid the Government Revenue thereof Saith that he doth not know the lands which were allotted to the said Juggomohun Roy under the said partition but believes that whatever was so allotted to the said Juggomohun Roy under the said partition is now in the possession of the Complainant Saith that he this deponent doth not know whether the said Ramcaunt Roy did or did not retain and reserve to himself any landed property at the time of such partition or if he did who is now in possession thereof and in the receipt of the rents and profits thereof Saith that the said Ramcaunt Roy died at Burdwan about fifteen years ago and the said Juggomohun Roy died at Langulparah about seven years ago Saith that the said Rammohun Roy was at some foreign part from home at the time of their respective deaths Saith that he this deponent doth not know who took possession of the Estate and property documents books and accounts whereof the said Ramcaunt Roy and Juggomohun Roy respectively may have died possessed of or who is or are now in possession thereof Saith that the said Ramcaunt Roy and Juggomohun Roy died possessed of some landed property but of what the same consisted or where it was situated he this deponent doth not know.

To the Fourth Cross Interrogatory this deponent saith that he doth not know of any separation or division which took place between the said Ramcaunt Roy and his said sons save and except as he this deponent hath already deposed in his answer to the next preceding interrogatory nor doth he know of any formal reunion which took place among them at any period whatever Saith that he was not present at the execution of any deed of partition nor doth he know of any such deed being cancelled or destroyed Saith that Ramlochun Roy on the said partition and division removed from the said house at Langulparah to the house at Radanaghur as he this deponent hath already deposed Saith that he doth not know where the defendant was personally residing in the Bengal years one thousand two hundred and four one thousand two hundred and five and one thousand two hundred and

six or in the years one thousand two hundred and nine one thousand two hundred and ten and one thousand two hundred and eleven but that his wives and family were living during all these periods at the house at Langulparah Saith that the said Ramcaunt Roy lived and resided partly at Langulparah and partly at Burdwan between the years one thousand two hundred and three and one thousand two hundred and ten Saith that the said Ramcaunt Roy departed this life at a house he had at Burdwan which was not a family house Saith that after such partition the said Ramcaunt Roy from time to time went over to Burdwan and personally resided there Saith that on some of these occasions he was attended by Juggomohun Roy and on other occasions by Ramlochun Roy but that he was never attended by any of his wives and that they never resided with him there Saith that the said Ramcaunt Roy was on some of these occasions attended by the defendant Rammohun Roy to Burdwan when the said Rammohun Roy happened not to be absent from home Saith that the said Juggomohun Roy and the defendant continued to dwell at the house at Langulparah at such times as the said Ramcaunt Roy was absent at the said house at Burdwan and they not attending on him Saith that at the time of the death of the said Ramcaunt Roy Juggomohun Roy was at Midnapore and Rammohun Roy at some Foreign place but where he this deponent doth not know and that Ramlochun Roy was the only son at home and that he performed the sirhaud Saith that Juggomohun Roy also performed the serhaud at Midnapore as it became him to do he being the eldest son Saith that he doth not know of the serhaud ever having been jointly performed Saith that he doth not recollect whether he did or did not see the defendant at the family house at Langulparah during the Bengally years one thousand two hundred and four one thousand two hundred and five one thousand two hundred and six one thousand two hundred and seven one thousand two hundred and eight one thousand two hundred and nine or one thousand two hundred and ten.

To the sixth Cross Interrogatory this deponent saith that he hath heard that the said Juggomohun Roy was confined for some time but for what time he doth not know in the Gaol or prison of Midnapore on account of debt but whether he was unable to satisfy the same or what was the amount and nature thereof he this deponent doth not know nor doth he know whether the said defendant was in rich and opulent circumstances during the period of the said Juggomohun Roys confinement Saith that he doth not know when the said Juggomohun Roy was released from such confinement or how he obtained his release Saith that after the said Juggomohun Roy was released from his con-

finement he appeared to this deponent to be embarrassed in his pecuniary circumstances but that he did not appear to be so previous to his confinement.

To the Eighth Cross Interrogatory this deponent saith that he doth know a house at Roganauthpore which is now occupied by the family of the said Rammohun Roy Saith that the said house was built four or five years after the death of his brother Juggomohun Roy and was about two years ago in a habitable condition Saith that the garden adjoining the said house was formed and laid out by the said Juggomohun Roy during his lifetime and that he this deponent saw the said Juggomohun Roy in constant attendance superintending the laying out of and forming the same but at whose expence in particular the said garden was x and laid out he this deponent doth not know nor doth he know whether any revenue is paid to Government for the said ground on which the said house is built or for the ground which constitutes the said garden or whether the said ground of the said house and garden is rent free Saith that he this deponent doth not know whether the said Juggomohun Roy purchased a piece or parcel of ground adjoining the said house and garden or not or whether any such ground is laying waste or not.

To the Last Cross Interrogatory this deponent saith that he this deponent was never applied to by any person on the subject of giving evidence in this Cause until the month of Agraun last when he was served with a subpoena by a sircar whom he doth not know and to whom he was pointed out by a Bramin who lives with the Complainant at Kishenaghur Saith that he hath received no sum of money nor hath he been promised any sum or sums of money to induce him to attend the examiner of this Honorable Court and to give evidence for the Complainant Saith that he came to Calcutta sometime in the month of Agraun last but at what particular date he doth not recollect Saith that no application or communication was made to him this deponent on behalf of the Complainant touching his examination before he received such subpoena Saith that he hath attended at the office of the solicitor in this suit for the Complainant several times but that on his first attendance at such office he communicated to a person in the service of the said solicitor such circumstances as were within his knowledge relating to this cause Saith that x at any time communicated to the said Complainant or to any other persons or person on his behalf either the particulars or substance of the matter to which he hath deposed in his examination in chief Saith that he believes that owing to his this deponents being the Proohit Bramin of the family

and in the constant habit of visiting it the Complainant was induced to serve him with a subpoena.

J. A. Simpson
Examr. (Sd.) শ্রীরাধাকৃষ্ণ বন্দোপাধ্যায়

123. Deposition of Ramchunder Bonnerjee a witness produced on the part of Govindpersaud Roy. (Examined 2 September, 1819).

Deposition of a Witness taken in the above Cause by the Examiner of this Court—Ramchunder Bonnerjee of Kidderpore in the district of twenty four Pergunnas Bhattacharjee aged Thirty years or thereabouts being produced as a witness on the part of the Complainant in this cause and a note having been delivered to Mr. John Turner Attorney for the defendant in this cause on the ninth day of July one thousand eight hundred and nineteen of the name title and place of abode of the said Ramchunder Bonnerjee He the said Ramchunder Bonnerjee was afterwards on the said ninth day of July one thousand eight hundred and nineteen sworn and on the second day of September in the said year was Examined on the Interrogatories filed by the said Complainant on the twenty seventh day of January one thousand eight hundred and eighteen and Deposeth as follows—

To the First Interrogatory this deponent saith that he doth know the parties the Complainant and he Defendant in the title of these interrogatories named Saith that he hath known the Complainant from his the said Complainants infancy and that he hath known the defendant from his this deponents infancy Saith that he knew Ramcaunt Roy a little but hath not any very distinct recollection of him who was the father of the said defendant and the grandfather of the said Complainant Saith that he knew Juggomohun Roy and Ramlochun Roy who were the sons of the said Ramcaunt Roy in their lifetimes and which said Juggomohun Roy was the father of the said Complainant Saith that he believes that he knew Ramcaunt Roy for about three or four years before his death and that he died about fifteen years ago at Burdwan and of which he this deponent heard at the time at the house of the said Ramcaunt Roy at Langulparah Saith that he knew the said Juggomohun Roy from his this deponents infancy up to the time of the death of him the said Juggomohun Roy which happened about ten years ago at Langulparah and of which he heard at the time when it happened as he this deponent lived about half an English mile or quarter of a Coss from the said house at Langulparah Saith that he

knew the said Ramlochun Roy from his this deponents infancy up to the time of the death of the said Ramlochun Roy which happened about eleven years ago at Langulparah and which he this deponent heard at the time.

To the Second Interrogatory this deponent saith that he had not the means and opportunity of knowing and being acquainted with nor was he acquainted with the affairs and concerns of the said family during the lifetime of the said Ramcaunt Roy or since his death other than that to all appearance they appeared to him this deponent to be a joint and undivided family Saith that he was in the habits of visiting the family.

To the Third Interrogatory this deponent saith that he doth not recollect the time when the said Ramcaunt Roy and his said three sons Juggomohun Roy Ramlochun Roy and Rammohun Roy lived together at the house at Langulparah and formed an undivided Hindoo family but recollects the time when the said Ramcaunt Roy Juggomohun Roy and the family of Rammohun Roy lived together at Langulparah and in appearance formed an undivided Hindoo family and that the said Rammohun Roy occasionally came and resided in the said family but was more generally absent from it Saith that he this deponent doth not know any thing of any partition or division which took place at any time but hath heard for these last four or five years as well at Langulparah as at other places that a partition had taken place during the lifetime of the said Ramcaunt Roy between him the said Ramcaunt Roy and his three sons and that in consequence thereof the said Ramlochun Roy had removed from the house at Langulparah to the house at Radanagore Saith that he did not hear what lands houses or property were divided under the said partition.

To the Fourth Interrogatory this deponent saith that he this deponent doth not know of any partition as he hath deposed in his answer to the next preceding interrogatory Saith that from the time that he hath known the family he hath known the said Ramlochun Roy to live at the house at Radanaghur with his wife mother and family and hath known the said Ramcaunt Roy Juggomohun Roy and family and the family of the said Rammohun Roy to live and reside at the house at Langulparah and to form in appearance an undivided Hindoo family Saith that about two years ago the said Rammohun Roy removed his family from the said house at Langulparah to a house built by him at Roganauthpore and that the mother of the said Juggomohun Roy and Rammohun Roy and the family of the said Juggomohun Roy have continued to live and reside at the said house at Langulparah ever since

Saith that his means of knowledge are from living in the neighbourhood and from being acquainted with all the said parties and from being in the habit of visiting the family almost daily.

To the Twelfth Interrogatory this deponent saith that he doth know that some money was laid out and expended during the lifetime of the said Juggomohun Roy in making into a garden certain ground situate at Roganauthpore in the Pergunnah of Jehanabad and Zillah of Hooghly and not Burdwan and in constructing a certain thatched house thereon called an Autchalla but doth not know out of which funds the said sums were paid or what was the amount thereof.

To the Thirteenth Interrogatory this deponent saith that he doth know that the Talook of Kishenagore and Beerlook were purchased by the family during the lifetime of the said Juggomohun Roy and when the said Juggomohun Roy and the family of the said Rammohun Roy lived together at Langulparah and that the said Talooks were generally considered as the joint property of the said Juggomohun Roy and Rammohun Roy but that he this deponent doth not know who actually made the purchase or out of whose or what fund the same were paid for Saith that he is not able to state and describe the extent or value of the said Talooks Saith that he doth not know of any Talooks which may have been purchased by the said Rammohun Roy subsequent to the death of the said Juggomohun Roy nor doth he know of any houses that were purchased by them or either of them at any time.

To the Fourteenth Interrogatory this deponent saith that the said Juggomohun Roy and the said defendant during the lifetime of the said Juggomohun Roy lived together and did to every appearance form an undivided Hindoo family and did not in any degree appear to be separate and divided from each other Saith that the mother of the said Juggomohun Roy and the defendant Rammohun Roy lived in the said family and partook of everything in common with the other members of the family and appeared to be supported in the same manner that the other members of the said family were Saith that the religious ceremonies performed in the family were performed in one place and not in distinct and separate places and that the same were paid for by the Naib of the family for the time being who seemed to be the common servant of the family and not the servant of any particular member thereof Saith that his mode of defraying the expences of the family and of supporting the mother of the said Rammohun Roy and of defraying the religious expences of the family was continued up to about two years ago when the said Rammohun Roy removed his family from the said house at Langulparah to the said house at Roganauthpore

Saith that his means of knowledge are from being in the habit of visiting the family.

To the Fifteenth Interrogatory this deponent saith that the said Complainant at the time of the death of his father Juggomohun Roy was about thirteen years of age which he this deponent knows from having known the said Complainant from his birth Saith that he this deponent doth not know who at the death of the said Juggomohun Roy possessed themselves or himself of the Estate immoveable and moveable which belonged to the said Juggomohun Roy or in which he may have been interested in his lifetime nor doth he know of what the same consisted or what was the value of the said Estate immoveable or moveable.

To the Sixteenth Interrogatory this deponent saith that the said Complainant and the wives of his father Juggomohun Roy and the wives and mother of the defendant Rammohun Roy did after the death of the said Juggomohun Roy live together and form in every appearance an undivided Hindoo family till about two years ago when the said Rammohun Roy removed his wives to Roganauthpore but what was his inducement for so doing he this deponent doth not know.

To the Last Interrogatory this deponent saith that he doth not know of any other matter or thing which may be of benefit or advantage to the Complainant in this Cause.

J. A. Simpson }
Examr. }

(Sd.) শ্রীরামচন্দ্র বন্দোপাধ্যায়

124. Cross Deposition of Ramohunder Bonnerjee. (Examined 2 September, 1819).

Deposition of a Witness taken in the above Cause by the Examiner of this Court—Ramchunder Bonnerjee of Kidderpore in the district of twenty four Pergunnahs Bhuttacharjee aged thirty years or thereabouts being produced as a witness on the part of the Complainant in this Cause and a Note having been delivered to Mr. William Smith attorney for the said Complainant in this cause on the thirty first day of August one thousand eight hundred and nineteen of the name title and place of abode of the said Ramchunder Bonnerjee He the said Ramchunder Bonnerjee was afterwards on the said thirty first day of August one thousand eight hundred and nineteen sworn and on the second day of September in the said year was Examined on the Cross Interrogatories

filed by the Defendant on the ninth day of August one thousand eight hundred and nineteen and Deposeth as follows—

To the First Cross Interrogatory this deponent saith that he believes that he is about thirty or thirty two years of age Saith that he hath known the Complainant from his said Complainants birth and that he hath known the defendant from his this deponents infancy Saith that he is not in any degree related to them or either of them Saith that he is a Bramin and subsists by what he gains as a Bramin from officiating in families and different places Saith that he and his family reside at Kissenagore where he and his family have constantly resided and where he this deponent hath resided from his birth Saith that he hath of course lived and resided at the said place from the month of Augrun in the Bengal year one thousand two hundred and three.

To the Second Cross Interrogatory this deponent saith that he is not acquainted with the concerns dealings transactions or the property of any or either of the parties in the title of these interrogatories named or of the father or brother of the defendant above named Saith that he doth not know that the said defendant or his brother or father ever had or had not any united stock or fund or whether they did or did not contribute to any common stock Saith that from the time that he hath known the said family the said Ramlochun Roy hath lived and resided with his family at Radanaghur Saith that he doth not recollect what was particularly done during the lifetime of Ramcaunt Roy of whom he hath but a faint recollection but that Juggomohun Roy and his family and the family of the said Rammohun Roy and his mother lived together in the same house at Langulparah and formed to every appearance an undivided Hindoo family until about two years ago when the said Rammohun Roy removed his family to the said house at Roganauthpore.

To the Third Cross Interrogatory this deponent saith that he doth not know but that he heard four or five years ago that the said Ramcaunt Roy had divided his property between his sons and that some writing had been executed between them on that occasion but did not know what was the purport of the said paper writing or what property was the subject of such division Saith that he hath already stated the manner in which the said family have respectively lived since he hath known them Saith that from the time that he first knew the said Ramcaunt Roy up to the time of his death his family house was at Langulparah though he occasionally went to reside at Burdwan Saith that he doth not know when any partition took place in the said family or when the defendant may have dwelt or resided after any partition during the

lifetime of the said Ramcaunt Roy Saith that from the time that he this deponent recollects the defendant Rammohun Roy this deponent hath heard of the said defendant being employed from time to time by different persons in different capacities but for what particular periods or by what particular persons he this deponent hath not heard nor doth he know Saith that he doth not know whether the defendant had the means of acquiring any money by means of such service or what he may have done with the money he may have so earned Saith that he doth not know but that he hath heard that Juggomohun Roy had been in some employ during the lifetime of his father but with the particulars of such employ he this deponent did not hear nor doth he otherwise know Saith that he doth not know what property was allotted or divided by the said Ramcaunt Roy or what was allotted to his sons respectively or who received the rents and profits of the land allotted to Juggomohun Roy and the defendant respectively or who paid the government revenue thereof Saith that he doth not know what landed property was allotted under the said partition to the said Juggomohun Roy or who is now in possession thereof or whether any landed property was retained by the said Ramcaunt Roy at the time of such partition or not Saith that Ramcaunt Roy died about fifteen years ago at Burdwan and that the said Juggomohun Roy died about ten years ago at Langulparah Saith that the defendant was absent at the time of their respective deaths but in what country he was he this deponent doth not know Saith that he doth not know who took possession of the Estate and property documents books and accounts whereof the said Ramcaunt Roy and Juggomohun Roy respectively died possessed or who is or are now in possession thereof respectively or of what they the said Ramcaunt Roy or Juggomohun Roy died possessed of respectively.

J. A. Simpson }
Examr. }

(Sd.) শ্রীরামচন্দ্র বন্দোপাধ্যায়

To the Fourth Cross Interrogatory this deponent saith that he hath not spoken of any partition or division within his own knowledge but hath said in his answer to the Interrogatories in Chief that he had heard that a partition had taken place during the lifetime of Ramcaunt Roy and that from the time that he this deponent recollects the family he hath known the said Ramlochun Roy to live at the said house at Radanaghur and the said Ramcaunt Roy as far as he can recollect and the said Juggomohun Roy and their respective families and the family of the said Rammohun Roy lived and resided at the said house at Langul-

parah and that to the observation of him this deponent they appeared to form an undivided Hindoo family Saith that he this deponent doth not know of any reunion nor doth he of his own knowledge know of any deed or writing of partition between the said parties but hath heard that some writing had passed between them at the time that the partition took place during the lifetime of the said Ramcaunt Roy Saith that he never knew or heard of the cancelling or destroying of any deed or paper writing which had been executed by the said parties Saith that he doth not know where the defendant dwelt and resided in the Bengal years one thousand two hundred and four one thousand two hundred and five and one thousand two hundred and six or in the Bengally years one thousand two hundred and nine one thousand two hundred and ten or one thousand two hundred and eleven Saith that between the years one thousand two hundred and three and one thousand two hundred and ten the said Ramcaunt Roy lived and resided at the said house at Langulparah with his family but that he went from time to time during that period to reside at a house which he had at Burdwan but was not accompanied by his wives or any or either of them Saith that the said Ramcaunt Roy died about fifteen or sixteen years ago as he this deponent believes at the said house at Burdwan but that he this deponent hath not any distinct recollection of that fact Saith that he hath not any distinct recollection of any thing which happened in the lifetime of Ramcaunt Roy his death having taken place so many years ago Saith that he doth not know whether any part of the family accompanied him to Burdwan at such times as he went to live there or where the said Juggomohun Roy and Rammohun Roy dwelt and resided when the said Ramcaunt Roy dwelt at Burdwan Saith that he this deponent doth not recollect who performed the Serhaud of the said Ramcaunt Roy after his death or whether the same was performed jointly or separately Saith that he this deponent doth not recollect whether he did or did not see the said defendant at the house at Langulparah during the Bengally years one thousand two hundred and four one thousand two hundred and five one thousand two hundred and six one thousand two hundred and seven one thousand two hundred and eight one thousand two hundred and nine one thousand two hundred and ten.

To the Sixth Cross Interrogatory this deponent saith that he doth not know that the said Juggomohun Roy was ever confined in the Gaol or prison of Midnapore but that he this deponent hath heard that the said Juggomohun Roy was confined in the said Gaol or prison of Midnapore but whether he was so confined for debt or on any other account he this deponent did not hear Saith that he did not know for how long

a period the said Juggomohun Roy was so confined or by what means he was released Saith that he did not observe that the said Juggomohun Roy in his lifetime was greatly or in any case embarrassed in his circumstance as far as he this deponent could observe.

To the Eighth Cross Interrogatory this deponent saith that he doth know a house at Roganauthpore which is now occupied by the family of the said Rammohun Roy Saith that the building of the said house was commenced with about four or five years after the death of the said Juggomohun Roy and that the said house was made habitable about two years ago when the same was occupied by the family of the defendant Rammohun Roy Saith that the said Garden adjoining the said house was formed and laid out by the said Juggomohun Roy in his lifetime but with whose expence he this deponent doth not know Saith that he this deponent doth not know whether any Revenue is paid to Government for the said ground on which the said house is built and garden formed nor doth he this deponent know that the said land is rent free Saith that he this deponent doth not know of any piece or parcel of land adjoining the said garden that was purchased by the said Juggomohun Roy and which is now laying waste or which is distinct and separate from the said ground on which the said house is built and garden formed.

To the Last Cross Interrogatory this deponent saith that the first intimation he had of his being required to give evidence in this Cause was being served with a subpoena in the month of Agraun last by one Juggomohun Pundit who resides in the house of the Complainant at Langulparah Saith that he hath received no sum nor hath he been promised any to render him this deponent to attend the Examiner of this Honourable Court for the purpose of giving his evidence on behalf of the Complainant Saith that he this deponent came to Calcutta in the month of Agraun last Saith that he was served with a Subpoena within a few yards of his dwelling house at Kissenagur Saith that no application or communication was made to him on behalf of the Complainant touching his examination before he received such Subpoena Saith that since he hath been in Calcutta he hath attended at the office of the Solicitor of the Complainant several times and that on one of these occasions he communicated to one of the assistants of the Solicitor what he this deponent knew relating to this cause and which communication was taken down in writing Saith that he believes that the Complainant served this deponent with a Subpoena because he was in the habits of visiting his family and was acquainted with many of the circumstances relating to it Saith that he hath not communicated to the said Complainant or to

any other person or persons on his behalf the particulars or substance of the matters to which he hath deposed in his Examination in Chief.

J. A. Simpson.
Examr. } (Sd.) শ্রীরামচন্দ্র বন্দোপাধ্যায়

125. Deposition of Oboychurn Dutt a witness produced on the part of Govindpersaud Roy. (Examined 6 September, 1819).

Deposition of a Witness taken in the above Cause by the Examiner of this Court—Oboychurn Dutt of Kidderpore in the district of twenty four Pergunnahs Sircar aged seventy two years or thereabouts being produced as a witness on the part of the Complainant in this cause and a Note having been delivered to Mr. John Turner attorney for the defendant in this cause on the ninth day of July one thousand eight hundred and nineteen of the name title and place of abode of the said Oboychurn Dutt He the said Oboychurn Dutt was afterwards on the said ninth day of July one thousand eight hundred and nineteen sworn and on the sixth day of september in the said year was Examined on the Interrogatories filed by the said Complainant on the twenty seventh day of January one thousand eight hundred and eighteen and Deposeth as follows—

To the First Interrogatory this deponent saith that he doth know the parties the Complainant and the Defendant in the title of these interrogatories named and that he hath known them from their infancy respectively Saith that he did know in their respective lifetimes Ramcaunt Roy who was the father of the defendant and the grandfather of the said Complainant and Juggomohun Roy and Ramlochun Roy who were the sons of the said Ramcaunt Roy and which said Juggomohun Roy was the father of the said Complainant Saith that he knew the said Ramcaunt Roy for about twenty years before his decease and was in his service Saith that he knew the said Juggomohun Roy and Ramlochun Roy from their respective infancies up to their respective deaths Saith that the said Ramcaunt Roy died about sixteen years ago at Burdwan of which he this deponent heard at the time that it took place Saith that the said Juggomohun Roy died about seven or eight years ago at his house at Langulparah which he this deponent heard on the day that it happened and saw his corpse as he this deponent lives about a quarter of a coss from the house of the said Juggomohun Roy at Langulparah Saith that the said Ramlochun Roy died about nine years

ago at the house of the said Ramlochun Roy at Langulparah and which he this deponent heard on the day it happened.

To the Second Interrogatory this deponent saith that he had the means and opportunity of knowing and being acquainted with some of the affairs and concerns of the said family during the lifetime of the said Ramcaunt Roy but that he had not the like opportunity of seeing and being acquainted with the affairs and transactions of the said family after his death Saith that his means of knowing and being acquainted with the affairs and concerns of the said Ramcaunt Roy are from having been in his service for upwards of ten years in different capacities and up to within ten years of his death and from being in the habits subsequent to his leaving the service of the said Ramcaunt Roy of visiting his family.

To the Third Interrogatory this deponent saith that about twenty fours years ago the said Ramcaunt Roy removed with his family and three sons from the ancestorial house at Radanaghur to a house at Langulparah and that at that time the said Ramcaunt Roy formed an undivided Hindoo family with his said sons Saith that they continued in this state for two or three years when the said Ramlochun Roy removed back to the ancestorial house at Radanaghur Saith that at the time when the said Ramlochun Roy went back to the said house at Radanaghur he this deponent heard it publicly talked off that the said Ramcaunt Roy had divided his property amongst his three sons and that the said Ramlochun Roy had got a part of the said house at Radanaghur as a part of his share or portion under such division Saith that he this deponent also heard at the same time that the said Juggomohun Roy had allotted to him the garden of Chetwah a garden and Tank at Kissenagore and some other lands that the said Ramlochun Roy had in addition to the said share in the said house at Radanaghur allotted to him a garden situated at Kistnobutty and a Tank and some other lands and that the said Rammohun Roy had allotted to him under the said division a parcel of land situate at Langulparah another parcel of Paddy field consisting of about nine begahs situate at Kissenaghur and another parcel of ground situate at Chunderconah and that he had besides some other property allotted to him of the particulars of which he this deponent is not acquainted Saith all the said lands of which he this deponent hath spoken as having been allotted to the said parties he this deponent hath since seen in their possession.

To the Fourth Interrogatory this deponent saith that after this partition of which he this deponent hath spoken in his answer to the next preceding fourth interrogatory the said Ramcaunt Roy continued to

live and reside at the said house at Langulparah with his sons the said Juggomohun Roy and Rammohun Roy and his and their respective families or a joint and undivided Hindoo family in every respect in the same manner that they appeared to have done before such partition and which he the said Ramcaunt Roy continued to do up to the time of his death Saith that the family of the said Rammohun Roy continued to live in the said house as a part of the said family until about three years ago when the said Rammohun Roy removed them to the said house at Rogonauthpore Saith that he this deponent knows of no other separation that took place in the said family than what he hath spoken of nor doth he know of any reunion.

To the Fifth Interrogatory this deponent saith that he doth not know but hath heard of a Talook called Govindpore but where it is situate he this deponent doth not know Saith that he hath also heard of a Talook called Rammesserpore situate in the Pergunnah of Chunderconah in the Zillah of Burdwan and that the same had been purchased by Gungadhur Ghose and Ramtonoo Roy during the lifetime of the said Ramcaunt Roy but when or where or at what sale or with whose monies or on whose account the same was purchased he this deponent did not hear nor doth he otherwise know.

To the Sixth Interrogatory this deponent saith that he hath heard from the mother of the defendant Rammohun Roy that the said Talooks of Govindpore and Rammesserpore had been purchased by Ramtonoo Roy and Gungadhur Ghose but that he heard no particulars as to why the said Talooks had been purchased by them or whether they were purchased in their names or not or whether they were purchased in their names on the account of any other person or not Saith that the defendants mother said that she supposed the same was a Benami purchase or a purchase in another persons name Saith that about two or three months after this conversation and information he this deponent by the said mother of the said Rammohun Roy that the said defendant Rammohun Roy had purchased the said Talooks of Govindpore and Rammesserpore from them the said Ramtonoo Roy and Gungadhur Ghose.

To the Seventh Interrogatory this deponent saith that he this deponent hath heard it generally talked of that at the time of the death of the said Ramcaunt Roy one Rajiblochun Roy was in possession of the said Talooks called Govindpore and Rammesserpore and that he is still in the possession and management of the same Saith that he this deponent never saw those Talooks himself or either of them nor did he ever see the said Juggomohun Roy or the said defendant give any

directions or hold any communication with the Gomasthas or tenants of the said Talooks or exercise any acts of ownership with respect to the same.

To the Eleventh Interrogatory this deponent saith that he doth know a certain Talook or Putteney Talook called Kissenagur situate in the Pergunnah of Jehanabad in the Zillah of Hooghly Saith that he also knew a certain other Talook named Beerlook situate in the same Pergunnah and Zillah and a certain other Talook or Putteney Talook situate in the Pergunnah of Byrah in the Zillah of Hooghly and a certain other Talook or Putteney Talook named Serampore in the Pergunnah Boorsut in the same Zillah Saith that he hath heard that the Talooks of Kissenaghur and Beerlook were purchased by Rajiblochun Roy that the Talook of Langulparah was purchased by Ramlochun Roy and the Talook of Serampore was purchased by Juggernaut Mozumdar and that all these purchases were made after the death of the said Ramcaunt Roy but when they were purchased or with whose funds or monies he this deponent doth not know nor doth he know the value or annual profits of the said Talooks Saith that the defendant Rammohun Roy is now in possession thereof and he believes must enjoy the rents and profits thereof as he this deponent sees people whom he knows to be in the service of the said Rammohun Roy at present in possession of these Talooks Saith that it was about two years ago when the said Rammohun Roy was in possession of the said Talooks but that Rajiblochun Roy is now in possession of the same and holds under him.

J. A. Simpson }
Examr. }

(Sd) শ্রীঅভয়চরণ দত্ত

126. Cross Interrogatories to be administered to Tarreney Daby on the part and behalf of Rammohun Roy. (Filed 6 September, 1819).

Cross Interrogatories to be administered to Tarreney Dabee, if she shall be produced sworn and Examined on the part and behalf of the Complainant in a certain Cause now pending and at issue in the said Supreme Court of Judicature wherein Govindpersaud Roy, the son Heir and legal Representative of Juggomohun Roy deceased is Complainant and Rammohun Roy is Defendant.

ON THE PART AND BEHALF OF THE DEFENDANT ABOVENAMED

First Interrogatory...Are you not the Widow of Ramcaunt Roy who in his life time was the Father of Juggomohun Roy and Rammohun Roy in the Title of these Interrogatories named and are you not the Mother of the said Juggomohun Roy and Rammohun Roy? Did not the said Ramcaunt Roy in the month of Augran and Bengal year one thousand two hundred and three in your presence and with your knowledge execute a Paper writing or Deed of Partition whereby a certain Part of his property among his sons and retained other parts thereof for his own use and benefit? If yea what portions of the property of the said Ramcaunt Roy are allotted to his sons respectively and what proportions thereof were reserved for himself? Did you not hear from the said Ramcaunt Roy, why or for what reason he had made such partition of his property during his life time? If yea declare what reasons were assigned by the said Ramcaunt Roy for so dividing and allotting his property? Did not the sons of the said Ramcaunt Roy, or either and which of them immediately after such partition take possession of the respective shares of property, which were allotted to them by such partition and did not the said Ramcaunt Roy retain the possession of such property as had been reserved for himself on the occasion of such partition and if yea declare, if you know what particular parts parcels or portions of Property were respectively kept by the said Ramcaunt Roy and delivered to the possession of his sons respectively? What parts or portions of Landed Property were allotted or given to your son Juggomohun Roy as you know, or have heard from the said Ramcaunt Roy or Juggomohun Roy or believe, Did not the parts or portions of Landed Property which were given or allotted to the said Juggomohun Roy continue under his exclusive management and controul from the time of such partition and have you not heard from the said Juggomohun Roy in his life time that from the period of such partition he continued exclusively to manage and possess the parts or portions of Landed Property which had been so allotted to him as aforesaid and that the said Juggomohun Roy in his life time Mortgaged exchanged and sold certain parts and what parts of such last mentioned Landed Property? If you shall have said either now or in your examination in Chief that the said Juggomohun Roy from and after such partition did not manage or possess the parts or parcels of Landed Property which were allotted to him by his said father at the time of such partition as aforesaid then declare by what person or

persons by name such last mentioned parts or parcels of property were managed or possessed from the time of such partition and who managed or possessed the same at the time of the death of Juggomohun Roy and who is now in the possession or management thereof and particularly set forth and explain the means and grounds of your knowledge herein and the whole truth declare.

Second Interrogatory... Where did Ramcaunt Roy your late Husband reside, from the Month of Augran in the Bengal year one thousand two hundred and three until the time of his death and when and where particularly did he depart this life? Did he not, after the time of the Partition in the First Interrogatory mentioned, and until the period of his death, generally reside, in a Certain Lodging House or in certain Lodging houses at Burdwan and which had been reserved by the said Ramcaunt Roy for his own use at the time of the said partition and did not the said Ramcaunt Roy live separate and apart from his Family and away from the Family House from the time of the said partition until the period of his death and what change or changes was or were made in respect of the management and support of the family of the said Ramcaunt Roy from and after the partition aforesaid? Where and by whom and at whose expence was the sheraud of the said Ramcaunt Roy performed after his death? was the said sheraud performed by all his surviving sons jointly or separately and how? Did Juggomohun Roy contribute any and what sum of money and how and in what manner and through whom, towards defraying the Charge or expence of the Sheraud of his said Father? What sum was expended on account of the sheraud of the said Ramcaunt Roy and what person by name paid the same? Was not the sheraud of your late husband performed by some and by what branch or member of his family at the family house at Nangurparah and did you not Mortgage the Jewels of your Grandson Gooroodoss Muckerjee and borrow a sum of money and to what amount and from whom, in order to enable you to defray the expence of the last mentioned Ceremony? Was not that Ceremony or Sheraud so performed at Nangurparah a Ceremony in which Rammohun Roy the Defendant did not participate or join and by or in the name of which of the sons of Ramcaunt Roy was the sheraud at Nanguarpara performed? Where was your son Juggomohun Roy at the time when the sheraud was performed at Nangoorpara and did he contribute any and what sum or sums of money to defray the expence of that Sheraud? If not why not? Do you not know, and have you not heard from your son Juggomohun Roy and from his son the Complainant in the Title of these Interrogatories named and do you not believe

that a separate Ceremony or sheraud was performed by the Defendant Rammohun Roy at or near Calcutta to the memory of your late Husband and that the expence of such last mentioned Ceremony was entirely defrayed by the said Rammohun Roy? Where was Rammohun Roy, as you know have heard, or do believe at the time of the death of the said Ramcaunt Roy and when his sheraud was performed at the Family residence at Nangoorpara Declare all you know of the matters respecting which you have been last Interrogated and the whole truth declare.

Third Interrogatory... Did not your late husband Ramcaunt Roy die possessed of moveable and immoveable property and in particular did he not die possessed of the whole or of any and of what part of the Landed Property which he reserved for his own use at the time of the partition in the First Interrogatory mentioned and especially describe what property moveable and immoveable the said Ramcaunt Roy was possessed of or entitled unto at the time of his death? If you shall have said, that the said Ramcaunt Roy did not die possessed of the whole of the property which he reserved for himself at the time of such partition, then explain what had become thereof and how such last mentioned property had gone out of the possession of the said Ramcaunt Roy in his life time? What person or persons by name took possession of the property moveable and immoveable of which the said Ramcaunt Roy died possessed or to which he was entitled and what person or persons by name is or are now in the possession thereof or of any part thereof? and particularly explain what part or parts of the property, whereof the said Ramcaunt Roy died possessed is now in the possession of such person or persons respectively? Declare all you know &ca.

Fourth Interrogatory... Do you not know that at the time of the partition in the First Interrogatory mentioned one moiety of a certain dwelling House and Berhouse with Tanks and Ground thereunto belonging and also about Eight Biggahs of Paddy Land at Mouza Crishenaghur and about five Biggahs of Paddy Land at Badul Coor and also a certain Berhouse with three Biggahs of Land situate at Crishenaghur and also a certain Tank called the Chotah Gala Tank and also thirty Biggahs of Land situated at Hubibpore and also certain Lands at Gopalpoor and also three Biggahs of Land in the Mouza of Gopinauthpoor and also a certain Lodging house with one Biggah of Land situate at Higensba Govindpoor and also certain Lands called Danga Cala matie in the Mouza of Khanpoor containing three Biggahs and also a certain Talook called Hureerampoor in the Pergunnah of Cheetooah were respectively allotted by your late Husband Ramcaunt Roy and

the possession thereof respectively delivered to your Late son Juggomohun Roy? Did not the said Juggomohun Roy after such Partition exclusively possess and manage the whole of the parcels of Landed property herein last enumerated and receive the rents and profits thereof during the life time of your Late husband Ramcaunt Roy? Who was in the possession of all or of any or of either of the said parcels of Landed property at the time of the death of your said Late Husband and who was in possession of all or of any or of either of the parcels of property respecting which you have been last Interrogated, after the death of your late husband and until the death of your late son Juggomohun Roy and when and where particularly did the said Juggomohun Roy depart this life? What person or persons by name was in possession of the said parcels of property, or of any or of either and of which of them immediately after the death of the said Juggomohun Roy and what person or persons by name was or were in possession of the said Talook of Hureerampore at the time of the death of the said Juggomohun Roy and what person or persons by name is or are now in the possession of the parcels of property herein last enumerated and allotted to the said Juggomohun Roy at the time of such partition and what person or persons by name is or are now in the receipt of the rents and profits of the said Talook of Hureerampore? Did your son Juggomohun Roy die possessed of any and of what property moveable or immoveable? If yea describe the same fully and particularly and declare whether the Complainant in the title of these Interrogatories named did or did not, on the death of the said Juggomohun Roy take possession of all the property moveable and immoveable whereof his Father Juggomohun Roy died possessed or entitled unto. If not what person or persons by name did take possession of the Estate and property of the said Juggomohun Roy at the time of his death? Declare &ca.

Fifth Interrogatory......Did not Juggomohun Roy the Father of the Complainant in the Title of these Interrogatories named, sometime in the Bengal year one thousand two hundred and five purchase a Piece of Aima Land at Kubilpoor and did you not hear from the said Juggomohun Roy and from the said Complainant or from one and which of them that the same was purchased with the monies of the said Juggomohun Roy and did not the said Juggomohun Roy enjoy the rents and profits of the said piece of Land at Kubilpore, as his own and exclusive property and did or did not the said piece of Land last mentioned descend to the said Complainant or what became thereof and what person or persons by name is or are now in the possession of the said Last

mentioned piece of Land as you know, or have heard from the said Complainant and do believe? Declare &ca.

Sixth Interrogatory...Was not your late son Juggomohun Roy by the authority or in consequence of the prosecution of the Public officers of the Government of Fort William imprisoned in the Gaol of Midnapore during the Bengal years one thousand two hundred and eight, one thousand two hundred and nine, one thousand two hundred and ten, one thousand two hundred and eleven and one thousand two hundred and twelve and for what length or period of time? Did you not hear from the said Juggomohun Roy and from the Complainant his son and do you not otherwise know and believe that the said Juggomohun Roy was so imprisoned on account of the arrears of Revenue due from the said Juggomohun Roy to the said Government on account of the Talook of Hureerampore in the Fourth Interrogatory mentioned and of which the said Juggomohun Roy had taken possession in virtue of the allotment and partition respecting which you have been before interrogated? Did not the said arrear of Revenue for which the said Juggomohun Roy was so confined at Midnapore amount to five thousand Rupees or thereabouts? Did not you contribute to maintain and support the said Juggomohun Roy while he continued in such confinement at Midnapore and did you not allow and send to him the Monthly sum of Ten Rupees or thereabouts? Where was your son the Defendant Rammohun Roy, during the period while the said Juggomohun Roy was so imprisoned at Midnapore? Was not the said Rammohun Roy at that period in rich and opulent circumstances and was he not actually employed in the service of the said Government as Dewan to the Collector of Dacca while the said Juggomohun Roy was so confined at Midnapore? How did the said Juggomohun Roy obtain his release from the prison of Midnapore? Did he not enter into engagements which were guaranteed by Ramlochun Roy and Soobachunder Roy his sureties to pay the sum due on account of the said arrear of Revenue by Instalments and did you not by the Mortgage of Jewels, or otherwise and how, borrow a certain sum and what sum of money, which you delivered to the said Juggomohun Roy to enable him to discharge a part of such arrear of Revenue? Where was the said Juggomohun Roy liberated from his said confinement at Midnapore and did he pay the whole of the said arrear of Revenue to the said Government before his death or how otherwise? Have you not heard from the Complainant that since the death of the said Juggomohun Roy he the said Complainant hath entered into security and afterwards to pay to the said Government a part of the said arrear of Revenue for the said Talook of

Hureerampore and for which arrear of Revenues the said Juggomohun Roy had been confined at Midnapore and which was left unpaid by the said Juggomohun Roy at the time of his death? Was not the Defendant Rammohun Roy at the time of the death of his said Brother Juggomohun Roy at Rungpore and was the said Rammohun Roy at any time required to pay any part of the said arrear of Revenue so due on account of the said Talook? If not why not? Declare &ca.

Seventh Interrogatory......Was not the Defendant Rammohun Roy absent from the Family house and from the Females of his Family during a period of eleven years or during some other and what period of time after the partition respecting which you have been before Interrogated?and during his absence, did not you or certain Moharrers or other servants under your Controul or management receive the rents and profits of the parts of the Land and porperty wihch had been allotted to the said Defendant by his said Father and appropriate and apply the same to the use of the Females of the Family of the said Rammohun Roy and were not distinct and separate accounts kept of such rents and profits and of the Expences charged to the said Rammohun Roy, on account of his branch of the family? Declare &ca.

Eighth Interrogatory...Did not Juggomohun Roy in his life time give away as a charitable donatioin to one Jugbundhoo Bedyalunkaur five Biggahs or thereabouts of Aima Land and has not the said Jugbundhoo Bedyalunkaur since possessed the same as his own property and did not the said Juggomohun Roy dispose of such last mentioned Land as his own separate and exclusive property? Declare &ca.

Ninth Interrogatory...Did not the Complainant in the Title of these Interrogatories named become after the death of his Father Juggomohun Roy possessed of certain Lands in the Pergunnah of Cheetooah, which had been allotted to the said Juggomohun Roy by the said Ramcaunt Roy at the time of the Partition respecting which you have been before Interrogated? and did not the said Complainant inform you and do you not otherwise know, that he the said Complainant Mortgaged a portion of the said Lands to one Nusharam Roy? If yea what Lands were so Mortgaged and for what sum of money and is the said Mortgage satisfied or is the same now unredeemed, as you know or have heard from the said Complainant and believe? Declare &ca.

Tenth Interrogatory...Do you not know or have you not heard from Juggomohun Roy and from the Complainant in the Title of these Interrogatories named or from one and from which of them that Juggomohun Roy in his life time, and after the time of the partition respecting which you have been before Interrogated, borrowed from the Defendant

Rammohun Roy the sum of Sicca Rupees one thousand and executed to the said Rammohun Roy a Bond or some security in writing for the repayment thereof with Interest? Declare.

Eleventh Interrogatory...Have you not had serious disputes and differences with your son the Defendant Rammohun Roy on account of his religious opinions and have you not instigated and prevailed on your Grandson the Complainant to institute the present suit against the said Defendant, as a measure of revenge, because the said Defendant hath refused to practice the rites and ceremonies of the Hindu Religion in the manner in which you wish the same to be practised or performed? Have not you and the Complainant and other members of your family estranged yourself and themselves from all intercourse with the Defendant on account of his religious opinions and writings? Have you not repeatedly declared that you desire the ruin of the Defendant and that there will not only be no sin but that it will be meritorious to effect the temporal ruin of the Defendant, provided he shall not resume or follow the religious usages and worship of his Fore Fathers Have you not publicly declared that it will not be sinful to take away the life of a Hindoo who forsakes the idolatry and ceremonies of worship, usually practiced by persons of that Religion? Has not the Defendant in fact refused to practice the rites and ceremonies of the Hindoo religion in respect to the worship of Idols? Have not you, and the Complainant and others of the Defendants relations had several meetings and conversations on this subject and declare solemnly on your Oath, whether you do not know and believe that the present suit would not have been instituted if the Defendant had not acted in religious matters contrary to your wishes and entreaties and differently from the practices of his ancestors? Do you not in your conscience believe that you will be justified in giving false testimony and in doing every thing in your power to effect the ruin of the Defendant and to enable the Complainant to succeed in the present suit, in as much as the Defendant has refused to continue the worship of Idols? Did you not since the commencement of this suit make a personal application to the Defendant at his house in Simlah in Calcutta for the grant of a piece of Land that the profits thereof might be applied towards the Worship of an Idol: and did not the Defendant offer you a large sum of money to be distributed in Charity to the poor, but refuse to contribute in any manner to the encouragement of the worship of Idols? Were you not on that occasion exceedingly displeased with the Defendant and did you not then express your displeasure and threaten the Defendant for having refused to comply with your request? Declare &ca.

Twelfth Interrogatory......Have you not made repeated applications to Goculchundra Bose, Nubkishore Roy and to several other persons and to who or whom by name, and request that they would proceed from their respective places or residence to Calcutta in order to give Evidence on behalf of the said Complainant and against this Defendant in this suit? and did you not know and do you not know that the said Goculchunder Bose Nubkishore Roy and such other persons to whom you so applied, were not and was not and are and is not persons who could or can truly give any testimony in favor of the said Complainant and did you not apply to such persons for the express purpose of enabling the Complainant to injure the Defendant and unjustly to succeed in the present suit? Declare &ca.

Last Interrogatory... If you shall have said in your Examination in Chief that after the Partition in the first Cross Interrogatory mentioned, your late Husband reunited his interests estate and property with the interests estate and property of any or of either of his sons, set forth and explain fully and particularly what Circumstances occasioned such reunion of interests and at what time and in what month and year and how soon after such partition such reunion took place and what person or persons by name were or was privy to or made acquainted with such reunion of interests and whether any and what instruments in writing was executed or any and what ceremony was performed or any and what act of notoriety was done or any and what declaration was made by, and in the presence of any and of what person or persons by name to testify or announce or denote such reunion of interests, and fully and particularly explain what circumstances preceded, attended or followed such reunion of the family and of its interests? Was not the Deed of Partition, respecting which you have been Interrogated in the said first Interrogatory registered by your Late husband and his sons, or by some or by one and by which of them, by with the Kazee of Crishenaghur who affixed his seal of office to the said Deed of Partition? Was such deed of Partition withdrawn from such Registry or in any way and in what manner cancelled or destroyed or declared void after such reunion of interests or was or were any other and what means, and when and in whose presence, and by whom adopted, to declare or testify that such deed of Partition was no longer to be binding on the parties who had Executed the same? If not why not? Declare &ca.

(Sd) H. Compton

John Turner
Defendants Atty.

127. Petition of Govindpersaud Roy for enlargement of time for publication. With Court's Order. (15 September, 1819)

To The Honorable Sir Edward Hyde East Knight Chief Justice and his Companions Justices of the said Supreme Court.

The humble petition of the Complainant abovenamed—

Sheweth—

That Interrogatories in Chief in this cause were filed by your petitioner on the twenty seventh day of January in the year of Christ one thousand eight hundred and eighteen and that three witnesses have been fully examined thereto as appears by a certificate of the Examiner hereunto annexed and marked with the letter A.

That Interrogatories in Chief and Cross Interrogatories were afterwards filed in this cause by the Defendant abovenamed and that several witnesses have been examined thereto and the evidence on the part of the said Defendant in this cause closed.

That by an Order of this Honorable Court bearing date the twentieth day of July now last past publication in the said cause was directed to pass on the eleventh day of this present month of September by an office copy of the said order hereunto annexed and marked with the letter B appears.

That by reason of the very reduced circumstances of your petitioner he has not been able to carry on the proceedings of the said suit and hath not been able to examine other of his witnesses to the said Interrogatories filed on behalf of your petitioner in this cause.

That your petitioner hath the following every material witnesses (as he is advised) to examine in the said cause namely Tarraney Daby, Jaggernaut Mozumdar, Radanaut Chowdry and Ramneedy Paul who will all respectively give evidence in the said cause on the part of your petitioner so to the ancestorial property mentioned in the pleadings of the said cause and also as to the family of the late Ramcaunt Roy in the pleadings of the said cause also mentiond having lived together and formed an undivided Hindoo family as well in the life time of the said Ramcaunt Roy as after his death up to the month of Maug in the Bengal year Twelve hundred and twenty three.

That neither has your petitioner nor hath his attorney nor any other person on his behalf seen or in any manner become acquainted with the substance of the Depositions taken by the Examiner in this cause.

That in regard to your petitioner hath no intention to postpone the setting down this cause for hearing on the first Equity day of the 4th Term now next ensuing.

Your Petitioner therfore humbly prays your Lordships for a Rule to show cause why Publication in this cause should not be enlarged for a further period of fifteen days from this day.

Be it so
(Sd) E. H. East
15th Sept. 1819

And your petitioner shall ever pray.
(Sd) J. B. East.

C. G. Strettell
Petrs. Atty.
Inf. Paup.

(Affidavit of Govindpersaud Roy follows in the same pet.)

128. Court's Order on the above petition. (22 September, 1819).

George the third by the Grace of God of the United Kingdom of Great Britain and Ireland King Defender of the Faith and so forth.
Vacation after 3rd. Term 1819.

Govindpersaud Roy only son heir and legal personal Representative of Juggomohun Roy Deceased
against
Rammohun Roy

Upon reading on the part of the Complainant in this Cause a Petition of the said Complainant an order of this Court made in this Cause on the fifteenth day of September instant and an affidavit of Radakissen Coondoo sworn and filed this 22nd Day of September 1819 of the due service thereof and upon reading on the part of the Defendant an order of this Court made in this Cause on the 18th day of September instant and an affidavit of Gorachund Doss sworn and filed the 22nd Day of September 1819 of the due service thereof and office copies of a Petition and affidavit of the said Complainant Govindpersaud Roy sworn the 15th day of September instant and of an order of this Court made in this Cause on the 20th day of July last past and of a Certificate of the Examiner of this Court all filed on the 15th day of September instant And also upon reading on the part of the said Defendant office

copies of three several orders of this Court made in this Cause on 27th day of May, 17th day of June and 20th day of July last past three several certificates of the sworn Clerk five several certificates of the Examiner of this Court an allocatur of the Master of this Court and an affidavit of Gorachund Doss also sworn this 22nd day of September 1819 of the due service thereof all filed this day And upon hearing the attornies on both sides It is ordered that the said order obtained by the said Complainant on the said 15th day of September instant be and the same is hereby discharged And It is further ordered that the costs of an application to dispauper the said Complainant in this Cause upon the Motion of Mr. East advocate for the said Complainant and of Mr. Compton advocate for the said Defendant.

WITNESS Sir Edward Hyde East Knight Chief Justice at Fort William aforesaid the twenty second day of September in the year of our Lord one thousand eight hundred and nineteen.

Strettell atty.
in forma Pauperis
Turner atty.

(Sd.) D. Heming
Regr.

129. Petition of Rammohun Roy for discharge of Rules obtained by Govindpersaud Roy. With Affidavits & Court's Order. (23 September, 1819)

To the Honorable Sir Edward Hyde East Knight Chief Justice and his Companions Justices of the said Court.

The Humble Petition of the above-named Defendant

Sheweth

That the Complainant in this Cause hath filed his Bill of Complaint against your Petitioner who hath appeared thereto and answered the same.

That Interrogatories in Chief hath on the part of the Complainant as well as on the part of your Petitioner been filed—That your Petitioner hath also filed Cross Interrogatories as will appear by a Certificate hereunto annexed and marked with the Letter A—That Witnesses on the part and behalf of the Complainant as well as on the part of your Petitioner have been examined as will appear by Certificates hereunto annexed marked B and C—That the Depositioin and Evidence taken in this Cause have been published as will also appear by a Certificate hereunto annexed and marked D.

That the said Complainant by an order of this Honorable Court bearing date the fourteenth day of September Instant was admitted to carry on the above suit informa Pauperis as will appear by an office copy of an Order hereunto annexed and marked E—That the said Complainant obtained an Order nisi from this Honorable Court on the fifteenth day of September Instant to show cause why publication should not be enlarged for fifteen days further time from that day, that your Petitioner attended by Counsel to show cause against the said Order nisi so obtained as will appear by an Order made in this cause on the twenty second day of September instant marked F.

That your Petitioner hath reason to believe that the said Complainant is possessed of Landed Property, exclusively of the matters in question in this cause, amounting in value to the sum of Sicca Rupees twelve thousand or thereabouts as will appear by certain affidavits duly sworn to and filed in support of this your Petitioners Petition.

Your Petitioner therefore humbly prays your Lordships will direct that the said Order so obtained by the Complainant for liberty to carry on the said suit informa Pauperis and the Order made on the twenty second day of September instant be discharged with costs Unless the Complainant will on Saturday the twenty fifth day of September instant shew good and sufficient cause to the contrary thereof.

Be it so
(Sd) F. Macnaghten
23rd Sept. 1819.

John Turner
Petitioners Atty.

And your Petitioner shall ever pray.

(Sd) H. Compton.

Affidavits:

RAMMOHUN ROY of Simlea in the Town of Calcutta the Defendant in this cause maketh Oath and saith that he hath been informed and believes that Govindpersaud Roy the Complainant abovenamed immediately after the death of his late Father Juggomohun Roy became

possessed of about four hundred and twenty five Biggahs of Aymah land situate at Kubalpore and other villages in the vicinity thereof which respectively appertain to the Zillah of Hoogly in Province of Bengal, is and also of about two hundred Biggahs of other land situate in Kissenagore and in certain other Villages which also respectively appertain to the said Zillah of Hoogly and also of a certain half-share of a family dwelling house garden and ground which formerly belonged to the said Complainants late Father situate at Nangulparrah in the Zillah of Hoogly aforesaid and this Deponent further saith that the said share of the said House and Ground and the lands hereinbefore mentioned excepting the Aymah land which was purchased by Juggomohun Roy were respectively the property of Ramcaunt Roy the late father of this Deponent and were allotted and delivered to the said Juggomohun Roy the father of the said Complainant some time in the year of Christ one thousand seven hundred and ninety six by and in pursuance of a partition which was then made by the said Ramcaunt Roy between this Deponent and the said Juggomohun Roy and one Ramlochun Roy the other son of the said Ramcaunt Roy and this Deponent further saith that the said share of the said House and the Aymuh and other lands hereinbefore mentioned were respectively possessed and enjoyed by the said Juggomohun Roy from the time of such partition and from the time of the purchase of the Aymah land until his death in the year of Christ one thousand eight hundred and twelve and that from and immediately after the death of the said Juggomohun Roy the said share of the said House garden and ground and the lands hereinbefore respectively described and set forth were respectively taken possession of by the said Complainant as the son and personal representative of the said Juggomohun Roy and that the said Complainant from the time of the death of the said Juggomohun Roy until the present time hath as this Deponent verily believes been in the receipt of the rents and profits of the said lands hereinbefore respectively described for his own exclusive use and benefit and that the said Complainant or his family is or are now possessed of the said share of the said family or dwelling house garden and ground at Nangulparrah herein also before particularly mentioned and this Deponent further saith that he is well acquainted with the nature of value of the lands hereinbefore mentioned and described and that He this deponent hath frequently seen the said dwelling House at Nangulparrah and is enabled to form a correct estimation of the value thereof and this Deponent verily believes that the said half share of the said House and of the garden and ground thereunto belonging and the interest of the said Complainant in the said Aymah and other

lands hereinbefore respectively mentioned and described are together worth the sum of Sicca Rupees twelve thousand or thereabouts, And this deponent further saith that he this deponent hath been informed and believes the Complainant has lent the sum of Sicca Rupees one thousand two hundred and lent to Jussodanundan and Becharam Sen four hundred and ninety Sicca Rupees who as this deponent hath also been informed and believes are persons able to discharge or repay the said last mentioned sum if required or compelled so to do but that the said sum of money last mentioned is still due and owing to the said Complainant as this deponent hath also been informed and believes.

Sworn this 23rd day of September 1819 Before me (Sd) F. Macnaghten } (Sd) Rammohun Roy.

DOOKRAM MOOKERJEE of Kissenagore in the Zillah of Hoogly and now of Similia in Calcutta maketh Oath and Saith that he this Deponent is acquainted with Govindpersaud Roy the Complainant abovenamed and is also well acquainted with the affairs and concerns of the said Govindpersaud Roy he the deponent having been employed by the Complainant in the capacity of Collector and receiver of the said Complainants Rents from the Bengal year one thousand two hundred and eighteen corresponding with the year of Christ one thousand two hundred and eleven to the Bengal year one thousand two hundred and twenty correspoding with the year of Christ one thousand eight hundred and thirteen that the said Govindpersaud Roy while this Deponent was in his employ had in his Exclusive possession and this Deponent verily believes that the said Complainant now hath in his possession the Lands hereinafter mentioned that is to say about two hudred and twenty five Biggahs of Aimah Land situate at Kubulpore and at other villages in the Zillah of Hooghly of the value of Sicca Rupees seven thousand or thereabouts and also of Eighty (?) Biggahs of Land free of Rent in Kissenagore and of about two hundred Biggahs of Land situate in other villages in the said Zillah of Hooghly to the value of Sicca Rupees four thousand or thereabouts And this Deponent further saith that he believes the said Govindpersaud Roy is still entitled to the said before mentioned Lands and Property in as much as one Juggubundhoo Pundit with whom this deponent is well acquainted and who is employed as a Sircar in the Service of the said Govindpersaud Roy was to the knowledge of this deponent

actually employed in collecting the rents of the said Lands hereinbefore mentioned and enumerated and for and in the name of the said Complainant until the seventh day of September Instant And this Deponent further saith that the Share of the family dwelling house garden and ground which are now occupied by the family of the Complainant at Nangulparrah in the Zillah of Hooghly is as this Deponent believes of the value of Sicca Rupees four thousand.

Sworn this 23rd day of September 1819. Before me (Sd) F. Macnaghten.	(Sd) শ্রীদুখীরাম মুখোপাধ্যায় Expd. by me (Sd) W. D. Smith.

RAMSOONDER GHOSE, RAMPERSAUD MUNDLE and BOSOODEB GHOSE, late respectively of Coyba in the Zillah of Hooghly but at present of Thunthunea residing in Calcutta farmers jointly and severally make Oath and say that they have for several years past farmed and now farm different quantities of Lands appertaining to the Aymah property of the Complainant in this cause situate at the X of Coyba aforesaid and that this deponent Ramsoonder Ghose now farming the said Complainants one Biggah and fifteen Cottahs of the said Aymah Land at the Annual Rent of five Rupees eleven annas and that this Deponent Rampersaud Mundle now farms from the said Complainant two Biggahs of the said Aymah Land at the Annual rate of six Rupees eight annas and that this Deponent Bosoodeb Ghose now farms from the said Complainant six Biggahs of the said Aymah Land at the Annual Rent of nineteen Rupees and eight annas and these Deponents each for himself severally saith that We hath hitherto paid the rents payable as aforesaid either to the said Complainant or to his agents or servants by him appointed to collect the same and these Deponents further Jointly and severally say that to the best of their respective knowledge information and belief the Land which hath been so rented by these Deponents respectively and also other parcels of Land in the neighbourhood thereof is still the exclusive property of the said Complainant and that these Deponents or any or either of them to the knowledge of the other or the others of them have or hath not been informed by any person or persons and do or doth not believe that the said Land or any part or parts thereof have or hath been sold or in any manner conveyed to any person or persons by the Complainant and that they these Deponents or any or either of them to the knowledge or belief of the other or the others of them have or hath not received any notice of any such sale or transfer or that the rents payable

by these Deponents respectively are or is to be in future paid to any person or persons other than to the said Complainant or to his servants heretofore.

Sworn this 23rd day of September 1819. Before me (Sd) F. Macnaghten	(Sd) শ্রীরামস্থন্দর ঘোষ × his mark (Sd) শ্রীরামপ্রসাদ ঘোষ × his mark (Sd) শ্রীবাসুদেব ঘোষ × his mark Explained by me ((Sd) W. D. Smith.

MODDUN CAMAR and PALARAM CAMAR late respectively of Nangulparah in the Zillah of Hooghly but at present of Similea in the Town of Calcutta jointly and severally make Oath and say that on the thirteenth day of Bhadoor last corresponding as these Deponents have been informed and believe with the fourteenth day of September instant the family of the Complainant in this cause was living and residing in his the Complainants share of a certain family House situate at Nangulparah aforesaid and that they these Deponents have long lived in he neighbourhood of the said family House of the said Complainant and did daily see the Family of the Complainant until the said thirteenth day of Bhaddur aforesaid living on and in the full possession of the said House and certain Tanks and of a Garden adjoining and belonging thereto and these Deponents further say that by the directions of Doorga Debee the mother of the said Complainant and of one Juggomohun Pundit who is the Gomastah of the said Complainant these Deponents did on the fifteenth and twenty eighth day of Bhaddur last cut down two mangoe trees which had theretofore grown on parts of the ground belonging to the said house of the said Complainant at Nangulparah aforesaid and which said mangoe trees were so cut for the x x x and these Deponents severally believe and that the said Complainant is still possessed of and entitled unto his share of the family House garden and ground at Nangulparah in the same manner as he hath been possessed thereof since the death of his Father Juggomohun Roy.

Sworn this 23rd day of September 1819—Before me (Sd.) F. Macnagten	(Sd) শ্রীমদন কম্মকার × his mark (Sd) শ্রীপেলারাম কম্মকার × his mark Expd. by me (Sd.) W. D. Smith

LAL CHUND SIRCAR lately of Kishenagore in the Zillah Hooghly and at present of Dingah bungah in the Town of Calcutta Maketh Oath and saith that he this Deponent was in the service of Juggomohun Roy

the father of Govindpersaud Roy the Complainant abovenamed and after the decease of the said Juggomohun Roy in the service of the said Complainant as a Mohurir or writer from the year one thousand two hundred and sixteen to the year one thousand two hundred and twenty two Bengal style this corresponding with as this Deponent believes with a period of time between the year of Christ one thousand eight hundred and nine and the year one thousand eight hundred and fifteen and this Deponent further saith that during the said period he this Deponent had opportunity of being personally and particularly acquainted with the concerns of the said Juggomohun Roy during his life time and after his death with the concerns of the said Complainant until the period of time herein last mentioned and this Deponent further saith that immediately after the death of the said Juggomohun Roy the said Complainant inherited and possessed certain Aimah and other Lands situated at Kabolpore Kishenagore and in other villages belonging to the Zillah of Hooghly in the Province of Bengal the clear annual rent or profits whereof amounted to the sum of Sicca Rupees one thousand two hundred and that while this Deponent continued in the service of the said Complainant the clear annual rent of such Lands which were received by the said Complainant were not at any time less than the sum of Sicca Rupees one thousand two hundred and this Deponent further saith that one Jugbundhoo Pundit an Inhabitant of Radhanagore in the neighbourhood of Kissenagore which is the place where this Deponent and his family usually reside hath been employed by the said Complainant during two years now last past to collect for and on account of the said Complainant the rents and profits due and payable to the said Complainant on account of the Lands hereinbefore mentioned and this Deponent further positively saith that the said Jugbundhoo did continue to be employed by the said Complainant in collecting such rents and profits of such lands and in the name of the said Complainant until the twenty second day of Bhadoor last corresponding as this Deponent believes to the sixth of September Instant when he this Deponent left Kissenagore and came to Calcutta And this Deponent further saith that on the thirtieth or thirty first day of Bhadoor last corresponding as this Deponent believes with the fourteenth and fifteenth of September Instant but this Deponent cannot positively say on which of the last mentioned day he this Deponent saw the Complainant at his House at Kidderpore (?) in the neighbourhood of Calcutta and that the said Complainant then applied to this Deponent to become the Gomastah or manager of his the said Complainants Aimah Land meaning as this Deponent then understood and verily believes certain Aimah Lands

which to this Deponents knowledge had formerly been in the possession of the Complainants said father and afterwards in the possession of the said Complainant and which were parts of the Lands hereinbefore mentioned and this Deponet further saith that as well from the conversation which this Deponent had with the said Complainant at the time herein last mentioned as from the opportunity which this Deponent had of conversing and communicating with the said Jugbundhoo Pundit before this Deponent came from Kissenagore to Calcutta at the time hereinbefore on that behalf mentioned and also form this Deponent being personally acquainted with the lands hereinbefore mentioned and with many of the tenants who from time to time have paid rent to the Complainant therefor and whose names have been entered by this Deponent in the Books and accounts of the Complainants said father during his life time and afterwards in the Books and accounts of the said Complainant. This Deponent verily believes that the said Complainant is still in possession of the Aimah and other lands which he so inherited and possessed after his Father's death as hereinbefore mentioned And this Deponent further saith that the said Complainant after the death of his said father took or kept possession of one half part or share of a certain Brick built house at Nangulparah in which his said father had theretofore dwelt and resided and of a Garden and Ground thereunto belonging and that such last mentioned House Garden and Ground are in the neighbourhood of this Deponents said residence at Kissenagore and this Deponent further saith that the family of the said Complainant discontinue to reside in the said last mentioned share of the said house when this Deponent left Kissenagore on the said twenty second day of Bhadore as hereinbefore mentioned and this Deponent further saith that he is well acquainted with the prices of labour material at and in the neighbourhood of Nangulparah aforesaid and that the Complainants Ground share of the House hereinbefore mentioned and of the Garden and Ground appertaining thereto is at least of the value of four thousand Sicca Rupees.

Sworn this 23rd day
of September 1819
Before me
(Sd.) F. Macnaghten

(Sd) শ্রীলালচাঁদ সরকার
Expd. by me
(Sd.) W. D. Smith

Court's Order:

George the Third by the Grace of God of the United Kingdom of Great Britain and Ireland King Defender of the Faith and so forth.

Vacation after 3d Term 1819.

Govindpersaud Roy only son heir and legal personal Representative of Juggomohun Roy Deceased Against Rammohun Roy	Upon Reading a Petition of the Defendant in this Cause four several Certificates of the Examiner of this Court and office copies of an order of this Court

made in this cause on the fourteenth day of September instant and of a Petition of the Complainant in this Cause and of the consent of Mr. William Smith Attorney for the said Complainant thereunder written and of an affidavit of the said Complainant Govindpersand Roy sworn the twenty fourth day of August last and of an order under the hand of the Honorable Sir Edward Hyde East Knight Chief Justice and of the Reports of Charles George Strettell therein written and of an order of this Court made in this cause on the twenty second day of September instant and an Affidavit of Rammohun Roy sworn this twenty third day of September one thousand eight hundred and nineteen another Affidavit of Dookeram Mukerjee also sworn this twenty third day of September instant another joint and several Affidavit of Ramsoonder Ghose Rampersaud Mundell and Bosoodeb Ghose also sworn this twenty third day of September instant another joint and several Affidavit of Muddun Camar and Palaram Camar also sworn this twenty third day of September instant and another affidavit of Lalchund Sircar also sworn this twenty third day of September one thousand eight hundred and nineteen all filed this day IT IS ORDERED that the said order so obtained by the said Complainant for leave to carry on this suit informa Pauperis and the said order made in this cause on the twenty second day of September instant to enlarge time for publication be discharged with costs unless the said Complainant upon notice of this order to be given to his Attorney shall on Saturday next the twenty fifth day of September instant shew good and sufficient cause to the contrary UPON the motion of Mr. Compton advocate for the said Defendant.

WITNESS SIR EDWARD HYDE EAST KNIGHT CHIEF JUSTICE at Fort William aforesaid the twenty third day of September in the year of our Lord one thousand eight hundred and nineteen.

Turner Atty. (Sd.) D. Heming. Regr.

130. Petition of Rammohun Roy for making the Order nisi obtained by him absolute. With Court's Order. (6, October, 1819)

To

The Honorable Sir Edward Hyde East Knight Chief Justice and his Companions Justices of the said Supreme Court.

The humble petition of the abovenamed Defendant

Sheweth

That your Petitioner on the twenty third day of September instant obtained an Order nisi from this Honorable Court why the Order obtained by the said Complainant for leave to carry on this suit informa Pauperis and the Order obtained on the twenty second day of September instant to enlarge time to pass publication should not be discharged with costs That true copies of the said Orders were duly served on the Complainants Attorney as by affidavit of service of the same hereunto annexed and marked with the Letters A and B appear.

Year Petitioner therefore most humbly prays your Lordships will be pleased to Order that the said Order nisi be made absolute and that the Complainant do pay to your Petitioner the costs of opposing the said Rule to enlarge publication as well as to dispauper the said Complainant.

6 October 1819
(Sd.) E. H. East
Be it so.

John Turner
Petitioners Attorney.

And your Petitioner shall ever pray.

(Sd.) H. Compton.

Court's Order:

George the third by the Grace of God of the United Kingdom of Great Britain and Ireland King Defender of the faith & so forth.

Vacation after 3d Term 1819.

Govindpersaud Roy only son heir and legal personal Representative of Juggomohun Roy Deceased
Against
Rammohun Roy

Upon Reading a Petition of the Defendant in this cause an order of this court made in this cause on the twenty third day of September last and an affidavit of Muddemmohun Doss sworn this sixth day of October one thousand eight hundred and nineteen of the due service

thereof another order of this court made in this cause on the twenty-second day of September last and another affidavit of Gorachand Doss also sworn this sixth day of October one thousand eight hundred and nineteen of the due service thereof all filed this day and no cause being shewn to the contrary IT IS ORDERED that the order so obtained by the Complainant in this cause for leave to carry on this suit informa Pauperis and the order made in this cause on the twenty second day of September last past to enlarge time for publication be and the same are hereby Discharged with costs and also IT IS further ORDERED that the said Complainant do pay to the said Defendant the costs of opposing the order nisi to enlarge publication as well as the costs of the application to dispauper the said Complainant UPON the Motion of Mr. Compton Advocate for the said Defendant.

WITNESS SIR EDWARD HYDE EAST KNIGHT CHIEF JUSTICE at Fort William aforesaid the Sixth day of October in the year of our Lord One thousand eight hundred and nineteen.

Turner Atty. (Sd.) D. Heming
Regr.

131. Decree of Tenth Day of December 1819. (Filed 17 January, 1820).

The Honorable Sir Edward Hyde East Knight Chief Justice
The ,, Sir Francis Macnaghten Knight } Justices.
The ,, Sir Antony Buller Knight }

Friday the Tenth day of December in the Sixtieth year of the Reign of His Majesty King George the Third and in the year of our Lord One thousand eight hundred and nineteen Between Govindpersaud Roy only son heir and legal personal representative of Juggomohun Roy deceased complainant and Rammohun Roy Defendant.

This Cause coming on this day to be heard and debated before the Court in the presence of Counsel learned for the Defendant and no person appearing for the Complainant the substance of the Complainants Bill which was filed on the twenty third day of June in the year of our Lord One thousand eight hundred and seventeen appeared to be That

the complainant Govindpersaud Roy of Calcutta Inhabitant an Hindoo only son heir and legal personal Representative of Juggomohun Roy deceased that Ramcaunt Roy the Grandfather of the complainant who was also an Hindoo and resided in his life time at Nangurparrah Kissenagor in the Pergunnah of Bograh in the District of Burdwan in the province of Bengal had in his life time three Wives by the eldest of whom named Subboodorah Daby long since dead the said Ramcaunt Roy had no children but by his second wife named Tarryney Daby he had two sons namely Juggomohun Roy the complainants said father his eldest son Rammohun Roy the Defendant hereinafter named who is an Inhabitant of Calcutta and a person therefore subject to the jurisdiction of this Honorable Court his second son. x Ramcaunt Roy had by his third and youngest wife named Rammoney Daby one son called Ramlochun Roy who was the third and youngest among his sons That the said Ramcaunt Roy was in his life time seized and possessed of a considerable Estate immoveable and moveable or real and personal and that on or about the nineteenth day of Agran in the Bengal year Twelve hundred and three answering to the first day of December in the year of Christ one thousand seven hundred and ninety six the said Ramcaunt Roy did by a certain Instrument in writing in the Bengal Language and Character a true translation of which is hereunto annexed marked with the letter A divide and allot among his three sons the said Juggomohun Roy Rammohun Roy and Ramlochun Roy a certain part and his immoveable or real Estate as mentioned in the said Instrument in writing and of which shares so respectively Allotted the said Juggomohun Roy Rammohun Roy and Ramlochun Roy respectively took possession under and by virtue of the said Instrument of Partition. That the said Ramlochun Roy separated himself from the said family and went and lived apart and divided from the said family but that the said Ramcaunt Roy and his said two sons Juggomohun Roy and Rammohun Roy immediately or shortly after the said Partition reunited and lived together as an Hindoo family and became again and were joint and undivided in food property and in all other respects until the death of the said Ramcaunt Roy which happened on or about the month of Joystee in the Bengal year twelve hundred and ten answering to the month of May and June in the year of Christ one thousand eight hundred and three and that the said Juggomohun Roy continued to live together and to form an undivided Hindoo family from the death of the said Ramcaunt Roy until the death of the said Juggomohun Roy which happened in or about the month of Choit in the Bengal year twelve hundred and eighteen answering to parts of the months of March and April in the year of Christ one thousand eight

hundred and twelve the said Juggomohun Roy leaving him surviving the complainant his only son heir and legal personal representative and as such according to the Laws Usages and Customs of the Hindoos entitled to the whole of his Estate immoveable and moveable or real and personal. That after the making of the Partition and allotment hereinbefore mentioned the said Ramcaunt Roy Purchased with the joint monies and funds of himself and the said Juggomohun Roy and Rammohun Roy but in the name of a confidential servant named Gungadhur Ghose but for the joint benefit of himself and the said Juggomohun Roy and Rammohun Roy a certain Talook called or known by the name of Govindpore situate and being in the Pergunnah of Jahanabad in the Zillah of Burdwan aforesaid and in the name of his nephew one Ramtonoo Roy but also with the said joint monies and for the joint benefit of himself and the said Juggomohun Roy and Rammohun Roy a certain Talook called or known by the name of Rammesserpore situate and being in the Pergunnah of Chunderconnah in the same Zillah That having so purchased the said two several Talooks at a Public Sale of Government sold for arrears of Revenue in the names of the said Gungadhur Ghose and Ramtonoo Roy he caused the said Gungadhur Ghose and Ramtonoo Roy to Execute Bills of Sale thereof to the said Rammohun Roy but in trust for and for the joint benefit of himself the said Ramcaunt Roy and the said Juggomohun Roy and Rammohun Roy jointly and also caused the said two several Talooks to be transferred in the Books of the said Collector into the name of the said Rammohun Roy. That the said Rammohun Roy having purchased in manner hereinbefore mentioned the said two several Talooks called Govindpore and Rammesserpore he the said Ramcaunt Roy caused Bills of Sale thereof to be executed by the said Rammohun Roy to one Rajiblochun Roy and that the said two several Talooks were transferred in the Books of the Collector of Burdwan into the name of the said Rajiblochun Roy the said two several last mentioned conveyances and transfers were successively made by the directions of the said Ramcaunt Roy and in trust for himself and the said Juggomohun Roy and Rammohun Roy as aforesaid. That the said two several Talooks called Govindpore and Rammesserpore were not continued to be the joint property of the said Ramcaunt Roy and the said Juggomohun Roy and Rammohun Roy from the time of the purchase thereof at the Government Sale as aforesaid the said Ramcaunt Roy leaving him surviving two widows named Tarreney Daby and Rammoney Daby who are still alive but are not Inhabitant nor is either of them an Inhabitant of Calcutta or in any manner subject to the jurisdiction of this Honorable Court his said three

sons the said Juggomohun Roy the Complainants said father the said Rammohun Roy and the said Ramlochun Roy never having reverted with the said family was not entitled to any part of the said Joint Estate but that the said Juggomohun Roy and Rammohun Roy became and were at the death of the said Ramcaunt Roy entitled to the whole of the Estate immoveable and moveable or real and personal of which the said Ramcaunt Roy was so jointly with them seized possessed of or entitled to at the time of his death as aforesaid including the said two several Talooks of Govindpore and Rammesserpore those held in the name of the said Rajiblochun Roy in trust as aforesaid. That the said Ramlochun Roy the third and youngest son of the said Ramcaunt Roy died in or about the month of Pous in the Bengal year twelve hundred and sixteen answering to parts of the months of December in the year of Christ one thousand eight hundred and nine and of January in the year of Christ one thousand eight hundred and ten the said Ramlochun Roy leaving him surviving a widow named Lubungoluttah Daby and one son only named Hurgovind Roy his sole heir and legal personal Representatives and that the said Hurgovind Roy died in or about the month of Bhadur in the Bengal year twelve hundred and twenty one answering to parts of the month of August and September in the year of Christ one thousand eight hundred and fourteen leaving no issue him surviving but leaving a widow named Hursoondery Daby and his said mother named Lubbungolottah Daby and the said Hursoondery Daby and Lubbungolattah Daby are not Inhabitants nor is either of them an Inhabitant of Calcutta or in any manner subject to the Jurisdiction of the Honorable Court. That upon the death of the said Ramcaunt Roy the said Juggomohun Roy and Rammohun Roy became and were jointly of the whole of the said Estate immoveable or real and moveable or personal the said immoveable or real Estate comprising amongst other Particulars the said Talooks of Govindpore and Rammesserpore the said two Talooks yielding together after payment of the Revenue to Government an Annual income or profit to the Zemindar of fifteen thousand Rupees or thereabouts. That shortly after the death of the said Ramcaunt Roy the said Juggomohun Roy and Rammohun Roy caused the said two several Talooks to be transferred in the Books of the said Collector into the name of one Gooroo Doss Muckerjee a Grandson by a Daughter of the said Ramcaunt Roy in trust for the joint use and benefit of the said Juggomohun Roy and Rammohun Roy. That the said Ramcaunt Roy had lent out of the said joint funds large sums of money to different persons which remained due and owing at the time of his death and that the said Rammohun Roy after the death of the said Ramcaunt Roy re-

covered and got in several of such debts and that in particular the said Rammohun Roy received payment from the Honorable Andrew Ramsay Commercial Resident at Jungepore of a debt due by the said Andrew Ramsay for monies which had been lent and advanced to him by the said Ramcaunt Roy out of the said joint fund amounting to Sicca Rupees eleven thousand besides Interest and also of another debt in like manner due by Thomas Woodford formerly Acting Collector of Dacca Amounting to Sicca Rupees six thousand besides Interest. That after the death of the said Ramcaunt Roy the said Juggomohun Roy and Rammohun Roy purchased out of their joint funds the Lands and Talooks hereinafter mentioned (that is to say) a certain Putteney Talook called Kissenagore situate in the Pergunnah Jahanbad in the Zillah of Burdwan aforesaid purchased in the name of the said Rajiblochun Roy but in trust for the said Juggomohun Roy and Rammohun Roy which said last mentioned Talook is of the value of Sicca Rupees forty thousand or thereabouts a certain other Putteney Talook called Burlook situate in Pergunnah Jahanabad and Zillah of Burdwan aforesaid which was also purchased in the name of the said Rajiblochun Roy in trust for the said Juggomohun Roy and Rammohun Roy and which said last mentioned Talooks is of the value of Sicca Rupees sixty thousand or thereabouts a certain other Putteney Talook called Nangulparrah situate in the Pergunnah of Bograh in the Zillah of Burdwan aforesaid which was purchased in the name of the said Ramlochun Roy the third son of the said Ramcaunt Roy in trust of the said Juggomohun Roy and Rammohun Roy. That the said Juggomohun Roy and Rammohun Roy laid out considerable sums of money belonging to the said joint funds in the making a certain piece of Ground into a Garden which belonged to the said Joint Estate consisting of sixteen Biggahs of Ground or thereabouts situate at Rogoonauthpore in Pergunnah Jahanabad in the Zillah of Burdwan aforesaid and in the constructing a certain house thereon and which said House and Garden are now of the value of Sicca Rupees nine thousand or thereabouts. That the said Juggomohun Roy and Rammohun Roy also purchased several pieces or parcels of Rent free or Bremutter Ground situate at Kisenagore and in the Pergunnah Jahanabad in the Zillah of Burdwan aforesaid containing about three hundred Biggahs and of the value of Sicca Rupees six thousand or thereabouts together with a certain other Putteney Talook called Serampore in Pergunnah Boorsut in the Zillah of Burdwan aforesaid of the value of Sicca Rupees five thousand or thereabouts. That the said Juggomohun Roy and Rammohun Roy were in the life time of the said Juggomohun Roy seized and possessed to them and their heirs

for ever as Tenants in common according to the Laws and Usages of the Hindoos as well of and in the said several lands Talooks and premises which had been so purchased by them out of their Joint funds as aforesaid as of and in the said two several Talooks called Govindpore and Rammesserpore in the Zillah of Burdwan aforesaid which had been so purchased in the life time of the said Ramcaunt Roy as aforesaid. That the said Juggomohun Roy and Rammohun Roy by the profits of the said Talooks and otherwise greatly increased their joint personal Estate and that the same at the death of the said Juggomohun Roy which happened as aforesaid amounted to five Lacks of Sicca Rupees or some other very great amount including the sum of Sicca Rupees in ready money of all which personal Estate consisting of ready money as aforesaid Public Securities of Government of Bengal Securities of Individuals Jewels gold and silver ornaments and plates househould furniture and other effects the said Rammohun Roy possessed himself as well as of all and singular the said Joint immoveable or real Estate in trust for himself and the Complainant who was then an Infant of the age of Fifteen years or thereabouts and the said Rammohun Roy also possessed himself and has since kept and is still in possession of all the Pottahs title Deeds muniments Books accounts and papers belonging to the said Estate immoveable or real and moveable or personal. That the said Rammohun Roy shortly after the death of the said Juggomohun Roy purchased with the joint funds of the complainant and he the said Rammohun Roy and for their joint use and benefit a certain Upper-roomed House and Ground thereunto belonging situate at Chowringhee in the Town of Calcutta of the value of Sicca Rupees Twenty thousand or thereabouts and also an upperroomed Garden House situate at Simlah in the Town of Calcutta of the value of Sicca Rupees thirteen thousand or thereabouts. That after the death of the said Juggomohun Roy the complainant continued to live with the said Rammohun Roy as an undivided Hindoo family at the family house at Nangulparrah in the Zillah of Burdwan aforesaid until the sixteenth day of Maug in the Bengal year twelve hundred and twenty three answering to parts of the month of January and February in the year of Christ one thousand eight hundred and seventeen. That at or about the time last aforesaid the Complainant discovered that the said Rammohun Roy was seeking to injure and defraud the Complainant and to deprive him of his joint rights to his one moiety or half of the said joint Estate and that with that view the said Rammohun Roy had applied to and obtained from the said Gooroodas Muckerjee a Bill of Sale or Conveyance of the said Talooks of Govindpore and Rammesserpore and had got the

same transferred into his own name in the Books of the said Collector of Zillah of Burdwan. That having discovered that the said Rammohun Roy was also seeking to defraud the Complainant of his share of the said joint personal Estate the complainant applied to the said Rammohun Roy to come to a Partition with the Complainant of the said joint immoveable or Real Estate and also to come to an account with the complainant touching the said joint moveable or personal Estate and to pay to the complainant what upon such account being taken shall be found justly due and owing from him to the complainant in respect thereof with which reasonable applications the complainant well hoped that the said Rammohun Roy would have complied as in Justice and Equity he ought to have done. That the said Rammohun Roy may set forth a full true and particular account and description of the said real Estate and of the value thereof and of every part thereof and also a full true and particular Account of the said personal Estate as the same was at the time of the death of the said Juggomohun Roy and as the same now is and of what hath come to the hands possession or power of the said Rammohun Roy or of any other person or persons to his use and that the complainant may be declared entitled to one full and equal moiety or half of the said Joint Estate immoveable or Real and moveable or Personal and that the said Rammohun Roy may be decreed to come to a Partition with the Complainant of the said Joint immoveable or Real Estate and to an Account with him touching the said Joint personal Estate and the Rents and Profits of the said Joint immoveable or Real Estate come to his hands possession or power or to the hands possession or power of any other person or persons to his use and to pay to the complainant whatever upon such Account being taken shall be found due and owing from the said Rammohun Roy to the complainant hereby offering to pay to the said Rammohun Roy whatever sums of money (if any) shall upon such Account being taken be found due and owing from the Complainant to the said Rammohun Roy and that one or more Commission or Commissions of Partition may issue out of and under the seal of this Honourable Court for the purpose of making such Partition of the said immoveable or Real Estate as aforesaid and that one full and equal moiety or half part thereof may be allowed to the Complainant to be held by him and his heirs in severalty and that all proper parties may be decreed to join in making a good title to each other the shares of the said Estate to be allowed under the said Commission of Partition as aforesaid and that all Pottah title deeds muniments Books accounts and papers Relating to the said Estate immoveable or Real and moveable or personal may

be brought in and deposited for safe custody with the proper officer of this Honourable Court and for General Relief Is the Bill whereto the Counsel for the Defendant Rammohun Roy by his answer which was filed the Fourth day of October one thousand eight hundred and seventeen stated That altho the Complainant may be yet this Defendant does not know that he is a Hindoo Inhabitant of Calcutta. That Ramcaunt Roy the Grandfather of the said Complainant was in his life time a Hindoo and resided for sometime at Nungoolparah in the Pergunnah of Boyarah in the District of Burdwan in the Province of Bengal and afterwards at Burdwan and in other places and that the said Ramcaunt Roy in his life time had three Wives by the Eldest of whom named Suboodoorah Daby long since dead the said Ramcaunt Roy had no children. That the said Ramcaunt Roy by his second wife named Tarreney Daby had two sons namely Juggomohun Roy the Complainants father who was the Eldest son of the said Ramcaunt Roy and this Defendant who admits himself to be an Inhabitant of Calcutta and a person therefore subject to the Jurisdiction of this Honourable Court. That he admits that the said Ramcaunt Roy by his third or youngest wife named Rammoney Daby had one son called Ramlochun Roy the third and youngest son of the said Ramcaunt Roy. That the said Ramcaunt Roy being in his life time seized and possessed of a considerable Estate immoveable and moveable or Real and personal on or about the time in the Complainants Bill of Complaint in that behalf mentioned did by a certain Instrument in the Bengal Language and Character a true translation of which is as this Defendant believes annexed to the Complainants said Bill marked with the Letter A and which said Instrument was publickly executed by the said Ramcaunt Roy and duly Registered by the Kazee of Kissenagore in the Province of Bengal a Public office in that behalf duly authorized divide and allot among his three sons the said Juggomohun Roy this Defendant and the said Ramlochun Roy the greater part of the immoveable or Real Estate of him the said Ramcaunt Roy as mentioned in the said Instrument in Writing of which shares so respectively allotted the said Juggomohun Roy Ramlochun Roy and the Defendant Respectively took possession under and by virtue of the said Instrument of Partition and that the said Ramcaunt Roy continued to possess so much of his Estate immoveable and moveable Respectively as was not allotted to his said sons in and by the said instrument in writing That the said Ramlochun Roy shortly after the said Partition separated himself from the other members of his said Father family and together with his said mother the said Rammoney Daby proceeded from the Family House in which the said

Ramlochun Roy and his mother had previously Resided at Nungoorparah to a house and Premises at Radanagore to a certain share of which the said Ramlochun Roy become entitled under the said Instrument of Partition and which had previously belonged to his Father the said Ramcaunt Roy and that the said Ramlochun Roy afterwards continued to reside principally at the place last mentioned until the period of his death which happened about the time in the Complainants Bill in that behalf mentioned That he denies that immediately or shortly or at any time after the said Partition the said Ramcaunt Roy Juggomohun Roy and this Defendant reunited or lived together as a Hindoo family or become again and were joint and undivided in food property and in all other Respects until the death of the said Ramcaunt Roy. That the said Ramcaunt Roy Departed this life on or about the month of Joystee in the Bengal year one thousand two hundred and ten answering to parts of the months of May and June in the year of Christ one thousand eight hundred and three and so departed this life in a certain house at Burdwan which in the said Instrument of Partition is described as the Burdwan Lodging Houses and which had thereby been Reserved by him the said Ramcaunt Roy for his own use leaving him surviving his said three sons Juggomohun Roy, Ramlochun Roy and this Defendant and also leaving him surviving his said three Widows namely Subbodoorah Daby who is now dead and Tarreney Daby and Rammoney Daby who are still Respectively being. That he admits that the said Tarreney Daby and Rammoney Daby are not Inhabitants and that neither of them is an Inhabitant of Calcutta or in any manner as this Defendant believes to the Jurisdiction of this Honourable Court denies that from the death of the said Ramcaunt Roy until the time of the death of the said Juggomohun Roy or at any time or times subsequent to the date of the aforesaid instrument of Partition the said Juggomohun Roy and this Defendant either lived or continued to live together or to form an undivided Hindoo family as stated in the Complainants Bill of Complaint That altho the said Juggomohun Roy and this Defendant under and in virtue of the aforesaid instrument of Partition and in the manner therein specified were joint owners of the house at Nangoorparrah and so long as the said Juggomohun Roy was inabled to contribute his share did Equally out of their Respective funds defray the Expenses of their said mother Tarreney Daby and of the said Sooboodorah Daby during her life time who after the said Partition Respectively continued to Reside in the last mentioned house and that although this Defendant and the said Juggomohun Roy from the time of the said Partition until about the year of Christ one thousand eight hundred and one when the said

Juggomohun Roy become so much embarrassed in his Circumstances that he could not contribute to the support of his said mother did from their Respective and Several earnings profits or funds equally defray the Expence of providing food for the families of this defendant and of the said Juggomohun Roy who were under the superintendance and Management of their said mother Tarreney Daby in the said House at Nungoorparah under like manner paid the Expence of all Religious Ceremonies which were performed by or under the direction of the said Tarreney Daby Yet this Defendant saith that the said Juggomohun Roy and this Defendant were in all other Respects unconnected with each other and that the said Juggomohun Roy and this Defendant had separate and distinct servants and Establishments of the service accomodation and convenience of each other and of their Respective Families and were not supported or maintained out of any common stock or fund and that the said Juggomohun Roy and this Defendant during the period herein last mentioned Respectively paid their equal shares or proportions of the expences of the said Tarreney Daby and also of the said Suboodoorah Daby during her life time and also of supplying the food and performing the ceremonies as aforesaid from and out of the income or profits Received or Realized by the said Juggomohun Roy and by this Defendant Respectively as aforesaid into the hands of certain Sircars or servants employed and paid by the said Tarreney Daby when and as often as this Defendant and the said Juggomohun Roy during the period last mentioned were Respectively Required to pay the same and that this Defendant and the said Juggomohun Roy did not at any time after the said Partition otherwise than as aforesaid Jointly contribute to defray the Expences of themselves or of their mother or of the said Suboodoorah Daby or of the Families of the said Juggomohun Roy and of this Defendant or of any or either of them admits that the said Juggomohun Roy departed this life in or about the month of Choit in the Bengal year one thousand two hundred and eighteen answering as this Defendant believes to parts of the months of March and April in the year of Christ one thousand eight hundred and twelve leaving him surviving the complainant his only son heir and legal personal Representative and as such according to the Laws usages and Customs of the Hindoos entitled to the whole of the Estate immoveable and moveable or Real and Personal which were or was of the said Juggomohun Roy at the time of his death denies that after the making of the Partition and allotment before mentioned the said Ramcaunt Roy with the joint monies and funds of himself and of the said Juggomohun

Roy and this Defendant either in the name of Gungadhur Ghose a confidential servant or in the name of any other person either for the Joint benefit of himself of the said Juggomohun Roy and of this Defendant otherwise purchased a certain Talook called or known by the name of Govindpore situate and being in the Pergunnah of Jahanabad in the Zillah of Burdwan denies that the said Ramcaunt Roy either in the name of his Nephew one Ramtonoo Roy or in the name of any other person purchased either with the Joint monies of him the said Ramcaunt Roy and of the said Juggomohun Roy and this Defendant or otherwise either for the joint benefit of him the said Ramcaunt Roy and of the said Juggomohun Roy and this Defendant or otherwise a certain other Talook called or known by the name of Rammesserpore situate and being in the Pergunnah of Chundercomnah in the Zillah last mentioned denies that the said Ramcaunt Roy having so purchased the said Two several Talooks to a Public Sale of Government in the names of the said Gungadhur Ghose and Ramtonoo Roy or otherwise caused the said Gungadhur Ghose and Ramtonoo Roy to execute Bills of Sale thereof to this Defendant either in trust or for the joint benefit of himself the said Ramcaunt Roy and of the said Juggomohun Roy and this Defendant or in any other manner denies that the said Ramcaunt Roy caused the said Two several Talooks to be transferred in the Books of the Collector of Burdwan or in any Books of any other Collector into the name of this Defendant denies that the said Ramcaunt Roy having purchased in the Bill in that behalf mentioned or otherwise the said two several Talooks called Govindpore and Rammesserpore caused Bills of Sale thereof to be Executed by this Defendant to one Rajiblochun Roy or to any other person or that the said Ramcaunt Roy caused the said two several Talooks to be transferred in the Books of the Collector of Burdwan into the name of the said Rajiblochun Roy or that the several Conveyances or Transfers of the said Talooks in the Complainants Bill in that behalf mentioned or any or either of them or any other Conveyances or Transfer of the said Talooks were or was made by the directions of the said Ramcaunt Roy or in trust for himself and for the said Juggomohun Roy and this Defendant as in the Complainants Bill is untruly alleged. That about two years and a half after the Partition in the Bill hereinbefore mentioned and after the family of the said Ramcaunt Roy had become divided as aforesaid he this Defendant with the proper monies of this Defendant purchased for his own separate and Exclusive use and benefit the several Talooks hereinbefore mentioned. That on or about the thirtieth day of Assur in the Bengal year one thousand two hundred and six answering as this Defen-

dant believes to the month of July in the year of Christ one thousand seven hundred and ninety nine this Defendant purchased the said Talook situated and being at Govindpore from one Gungadhur Ghose for the price or sum of Sicca Rupees three thousand and one hundred and that on the same day and year last mentioned this Defendant also purchased the said Talook situate and being at Rammesserpore from one Ramtonoo Roy for the price or sum of Sicca Rupees one thousand two hundred and fifty. That afterwards and some time in or about the year of Christ one thousand and eight hundred this Defendant was about to proceed to Patna Benares and to other Provinces Remove from Calcutta and considering the uncertainty of life and having at that time no Child this Defendant was desirous that in that event of his death happening during his absence from Calcutta one Gooroodoss Muckerjee then an Infant of the age of ten or eleven years and who was the only son of this Defendants sister should after this Defendants death inherit or become entitled to the said two Talooks of Rammessserpore and Govindpore and that this Defendant therefore as is usual amongst Hindoos caused a nominal transfer of the said two Talooks to be Executed to the said Rajiblochun Roy who was a Confidential friend of this Defendant in trust for the said Gooroodoss Muckerjee and that this Defendant at the same time Received from the said Rajiblochun Roy a declaration in writing in the name of the said Gooroodoss Muckerjee that the said two Talooks were held by the said Rajiblochun Roy in trust for the said Gooroodoss Muckerjee in the event of the death of this Defendant during his Intended absence from Calcutta denies that any conveyance of the said two Talooks or of either of them was made by this Defendant in the manner stated by the Complainant in his Bill of Complaint or that any conveyance thereof was made other than that hereinbefore mentioned- denies that the said Ramcaunt Roy and Juggomohun Roy or either of them had at any time any Right title or interest whatsoever to or in the said last mentioned Talooks or to or either of them or any part thereof or that the said Talooks or either of them continued to be the joint property of the said Ramcaunt Roy Juggomohun and this Defendant from the time of the purchase thereof at the Government Sale as stated in the Complainants Bill until or at the time of the death of the said Ramcaunt Roy as in the Bill is untruly That the said Ramlochun Roy was not nor did he become entitled to any part of any Joint Estate upon the death of the said Ramcaunt Roy in as much as there was not any Joint Estate upon or at the time of the death of the said Ramcaunt Roy. That the said Ramlochun Roy from the time when he so proceeded to Radanagur

as hereinbefore mentioned did not afterwards Reunite himself with the said Ramcaunt Roy Juggomohun Roy and this Defendant or with any or with either of them and that the said Ramcaunt Roy this Defendant and the said Juggomohun Roy or any of them from or after the time of the said Partition did not at any time during the life time of the said Ramcaunt Roy Reunite or form an undivided family but that on the contrary thereof the said Ramcaunt Roy shortly after the said Partition proceeded to Reside in the said Lodging House at Burdwan which he had so Reserved for himself as aforesaid and continued during the Remainder of his life time to Reside and live apart and separate from this Defendant and from the said Juggomohun Roy and that this defendant and the said Juggomohun Roy although they occasionally occupied portions of the same house and altho their families were under the superintendance and management of the said Tarreney Daby as aforesaid yet lived and conducted their affairs and concerns separately and unconnected with each other and did not at any time after the said Partition Reunited or Form an undivided Hindoo Family as untruly stated in the Complainants Bill. That he this Defendant or the said Ramlochun Roy to the knowledge or belief of this Defendant do not claim to be entitled to any part of the Estate immoveable and moveable or Real and personal of which the said Ramcaunt Roy was possessed or entitled unto at any time of his death but that the said Juggomohun Roy preferred in certain claims as the sole heir of the said Ramcaunt Roy before the Zillah Court of Burdwan and also before the Provincial Court of Appeal of Calcutta in order to obtain possession of certain property which had belonged to the said Ramcaunt Roy at the time of his death and that in default of other claimants the said Juggomohun Roy was Recognized by the said Courts Respectively as the sole heir to the said Ramcaunt Roy. That upon the death of the said Ramcaunt Roy as this Defendant and also the said Ramlochun Roy and Juggomohun Roy did as this Defendant believes become entitled jointly to the Estate immoveable or Real and moveable or personal which was of the said Ramcaunt Roy at the time of his Death- denies that the said Ramcaunt Roy at the time of his Death was seized and possessed of or otherwise entitled unto any Estate immoveable or moveable jointly with this Defendant and the said Juggomohun Roy either at the time of the death of the said Ramcaunt Roy or at any time afterwards became or were entitled unto or at any time possessed themselves of the whole or any Estate immoveable or moveable which had belonged to the said Ramcaunt Roy Juggomohun Roy and this Defendant at the time of the death of the said Ramcaunt Roy denies that at the time

of the death of the said Ramcaunt Roy or at any time afterwards the said Talooks of Govindpore and Remmesserpore which in the Complainants Bill of Complaint are alledged to have yielded together after payment of the Rvenue to Government an annual income or profit to the zemindar of fifteen thousand Rupees or thereabouts were or was comprized in the Real or immoveable Estate whereof the said Ramcaunt Roy died seized or possessed or that the said Talooks either of them were or was held in the name of Rajiblochun Roy upon the trust untruly stated in the Complainants Bill of Complaint for this Defendant saith that the said Talooks and each of them before at and after the death of the said Ramcaunt Roy were or was the Sole and Exclusive property of this Defendant as hereinbefore mentioned subject only to the conditional transfer hereinbefore in that behalf mentioned denies that shortly or at any time after the death of the said Ramcaunt Roy the said Juggomohun Roy and this Defendant caused the said Two Talooks to be transferred in the Books of the said Collector to the name of Gooroodoss Muckerjee a Grandson by a Daughter of the said Ramcaunt Roy in trust for the joint benefit of the said Juggomohun Roy and this Defendant as untruly stated in the Complainants Bill of Complaint. That some time after this Defendant had conveyed the said several Talooks to the said Rajiblochun Roy as hereinbefore in that behalf mentioned a son was born to this Defendant whereupon this Defendant gave upon his intention of leaving the said two Talooks to be enjoyed after his decease by the said Gooroodoss Muckerjee. But in as much as the said Rajiblochun Roy had done several acts Respecting the said several Talooks in the name of the said Gooroodoss Muckerjee he this Defendant did cause a transfer of the said Two Talooks to be made in the Books of the said Collector of Burdwan to the name of the said Gooroodoss Muckerjee and that shortly after the Return of this Defendant to Calcutta and when the said Gooroodoss Muckerjee had attained to the age of twenty six years or thereabouts this Defendant Resumed the said several Talooks and obtained a Regular conveyance and transfer thereof from the said Gooroodoss Muckerjee and in order to compensate the said Gooroodoss Muckerjee for the disappointment which he Experienced in consequence of the birth of this Defendants said son as aforesaid this Defendant did about the same period of time by a deed of Gift Transfer to the said Gooroodoss Muckerjee the whole of the Right title and share of this Defendant of in and to the said House at Nangurparah in as full and ample a manner as the same had been granted and allotted to him this Defendant by his said Father under the aforesaid Instrument of

Partition and which share of the said last mentioned House is as this Defendant believes now in the use Possession and occupation of the said Gooroodoss Muckerjee. That the said Ramlochun Roy daparted this life at or about the time in the Complainants Bill in that behalf mentioned leaving him surviving a Widow named Lubungoluttah Daby and an only son named Hurgovind Roy who as this Defendant is advised and believes was the sole heir and personal Representative of the said Ramlochun Roy and also leaving him surviving a Daughter named Drubbo Moyee who afterwards married one Doorgapersaud Mukerjee by whom she has issue male and female now living and which said Drubbo Moyee is now living. That the said Hurgovind Roy departed this life at or about the time in the Complainants Bill in that behalf mentioned without issue and leaving a Widow named Hursoondry Daby him surviving admits that the said Lubungaluttah Daby and Hursoondry Daby or either of them are or is not Inhabitants or an Inhabitant of Calcutta and that neither of them to the knowledge or belief of this Defendant is in any manner subject to the Jurisdiction of this Honourable Court—denies that the said Ramcaunt Roy in his life time at any time subsequent to the date of the said Instrument of Partition lent to different persons or to any person or persons large or any sums of money out of any Joint funds or that any such loans or sums Remained due and owing to the said Ramcaunt Roy at the time of his death or that this Defendant recovered or got in several or any of such Debts no such debts to the knowledge or belief of this Defendant having at any time existed Admits that he this Defendant hath since his Fathers death received the Principal and part of this Interest of a sum of about eight thousand Sicca Rupees which he this Defendant out of his own funds and some years before the death of the said Ramcaunt Roy lent to the Honourable Andrew Ramsay formerly Commercial Resident at Junghepore and this Defendant hath also Recovered and Received the sum of five thousand Rupees or thereabouts with Interest which he this Defendant in the like manner out of his own proper monies lent to Thomas Woodford Esquire formerly acting Collector of Dacca but this Defendant positively denies that the said last mentioned sums or either of them or any part thereof were or was lent to the said Andrew Ramsay and Thomas Woodford Respectively either by the said Ramcaunt Roy in his life time or out of any joint fund to which the said Ramcaunt Roy and Juggomohun Roy or either of them were or was in any manner entitled denies that after the death of the said Ramcaunt Roy the said Juggomohun Roy and this Defendant purchased out of any Joint Funds there not having been any such funds

after the said Partition as aforesaid either in the name of Rajiblochun Roy but in trust for themselves or otherwise either a certain Putteney Talook called Kissenagore situate in Pergunnah Jahanabad in the Zillah of Burdwan of the value of Sicca Rupees forty thousand or thereabouts or of any other value or a certain other Putteney Talook called Burlook also situate in the said Pergunnah Jahanabad of the value of Sicca Rupees sixty thousand or thereabouts or of any other value denies that the said Juggomohun Roy and this Defendant out of any Joint Funds or otherwise Purchased in the name of the said Ramlochun Roy but in trust for themselves or in the name of any other person the Putteney Talook Nangulparah situate in the Pergunnah of Boyrah and Zillah of Burdwan aforesaid. That as the truth is that the said Juggomohun Roy had not at any time Interest whatsoever in the said three last mentioned Talooks or in any or in either of them and that the Funds with which the said last mentioned Three Talooks were respectively purchased were the proper and exclusive monies of this Defendant. That the said Talook of Nungulparah was purchased by one Juggomohun Mozumdar for and on account of this Defendant and out of the monies of this Defendant in the Bengal year one thousand two hundred and ten from Monickram Dutt and others and that the said Talook of Beerlook was sometime in the Bengal year one thousand two hundred and fifteen and that the said Talook called Kissenagore was sometime in the Bengal year one thousand two hundred and sixteen respectively purchased by the said Rajiblochun Roy for and on account of this Defendant denies that the said Juggomohun Roy and this Defendant laid out considerable or any sums of money belonging to any Joint funds as in the Complainants Bill is untruly alledged either in making into a Garden a certain piece of Ground which belonged to any Joint Estate situate at Rogoonathpore in the Pergunnah Jahanabad and Zillah of Burdwan aforesaid or in the constructing of a certain House thereon for this Defendant positively saith there were no joint funds or Joint Estate in which this Defendant and the said Juggomohun Roy were interested after the Partition hereinbefore mentioned. That he this Defendant at various times by his said agent Juggunauth Mozumdar did pay lay out and expend various sums of money out of the funds exclusively belonged to this Defendant in making into a Garden a certain piece of Ground at Rogonathpore aforesaid which was the sole and separate property of this Defendant and also building and constructing of a certain House in the last mentioned piece of Ground so being separate property of this Defendant at Rogoonathpore aforesaid. That the said last mentioned house was not begun to be built

until after the death of the said Juggomohun Roy denies that the said Juggomohun Roy and this Defendant purchased several pieces or parcel of Rent free or Bremutter Grounds situate at Kissenagore and in the said Pergunnah Jahanabad in the Zillah of Burdwan aforesaid containing about three hundred biggahs or any other quantity of the value of Sicca Rupees six thousand or of any other value—denies that the said Juggomohun Roy and this Defendant purchased a certain other Putteney Talook called Serampore in Pergunnah Boorsut in the Zillah of Burdwan aforesaid of the value of Sicca Rupees five thousand or thereabouts or of any other value—That as the truth is that the said Juggomohun Roy had not at any time any interest whatsoever in the last mentioned Talook and that the same was purchased by the said Juggernauth Mozumdar in his own name but with the proper money and for and on the account of this Defendant Exclusively from one Ramdhone Chatterjee for the price or sum of Sicca Rupees seven hundred and twenty five—That this Defendant either separately or jointly did not at any time purchase any Bremutter Ground whatsoever and that this Defendant hath not at any time heretofore been possessed of or entitled to any Bremutter Ground except that which was allotted to him this Defendant by his father in and by the aforesaid Instrument of Partition denies that the said Juggomohun Roy and this Defendant in the life time of the said Juggomohun Roy were seized and possessed to them and their Heirs for ever as Tenants in common according to the laws Talooks and premises which in and by the Complainants said Bill are untruly alledged to have been purchased by the said Juggomohun Roy and this Defendant out of their Joint funds or that the said Juggomohun Roy and this Defendant were seized and possessed of the said two several Talooks called Govindpore and Rammesserpore in the Zillah of Burdwan aforesaid also untruly alleged to have been purchased during the life time of the said Ramcaunt Roy out of Joint funds—denies that the said Juggomohun Roy in his life time at any period subsequent to the said Partition was jointly entitled with this Defendant to or had any common interest with this Defendant in any Lands Talooks or premises whatsoever except the common interest which the said Juggomohun Roy and this Defendant continued to have in virtue of the said Partition in the aforesaid house at Nangoorparah to the joint possession of which they were entitled but which they did not in fact jointly possess otherwise than as is hereinbefore in that behalf mentioned—That the said Juggomohun Roy during his life time continued to manage for his own sole and separate use such part of the Estate which formerly was of the said Ramcaunt Roy as he was by the said

Instrument of Partition entitled unto and also such other Estate and property as the said Juggomohun Roy afterwards gained by his own separate exertions and dealings and that he the said Juggomohun Roy during his life time after the said Partition on his own private and separate account and without any connection or communication with this Defendant purchased and paid for certain Lands which he afterwards held and enjoyed in his own name and for his own benefit and under his own exclusive authority and Controul in which last mentioned lands this Defendant was not at any time or in any manner interested.—That the said Juggomohun Roy also after the said Partition as aforesaid sold certain lands without the consent or concurrence of this Defendant and dealt with such last mentioned lands as the sole and Exclusive Property of him the said Juggomohun Roy and applied the price or produce of such last mentioned lands to the sole and exclusive use of him the said Juggomohun Roy—denies that the said Juggomohun Roy and this Defendant by the Profits of the Talooks in that behalf in the Complainants Bill mentioned or otherwise greatly or at all encreased any Joint personal Estate in which this Defendant and the said Juggomohun Roy were interested or that any such joint personal Estate that the death of the said Juggomohun Roy amounted to five Lacks of Rupees or to any other great amount either including the sum of eighty thousand Sicca Rupees in Ready money or any other sum—That at or any time after the before mentioned Partition this Defendant and the said Juggomohun Roy were not possessed of or interested in any joint personal Estate whatsoever—That on the death of the said Juggomohun Roy or at any time afterwards this Defendant did not directly or indirectly possess himself of any Ready Money or Public Securities of the Government of Bengal or of any Securities of Individuals or of any Jewels or Gold or Silver Ornaments or of any plate or household Furniture or of any other Effects of any kind or description which were of the said Juggomohun Roy in his life time or at the time of his death—That he this Defendant on the death of the said Juggomohun Roy or at any time afterwards did not directly possess himself of and is not now possessed of and hath not at any time kept any Pottahs or Title deeds or muniments or Books or accounts or papers belonging to any Estate immoveable or Real or moveable or personal which respectively were of the said Juggomohun Roy in his life time or in which he had any Interest whatsoever. That he admits that the said Complainant at any time of the death of the said Juggomohun Roy was an Infant of the age of fifteen years or thereabouts—That he denies that shortly or at any time after the death of the said Juggomohun Roy this Defendant

with the joint funds of himself and of the said Complainant or for their Joint use and benefit purchased a certain upperromed House and Ground thereunto belonging situate at Chowringhee in the Town of Calcutta or Elsewhere of the value of Sicca Rupees twenty thousand or thereabouts or of any other value or that this Defendant at any time with the joint funds of himself and of the said Complainant or for their Joint use and benefit purchased an upperroomed Garden house situate at Simlah in the said Town of Calcutta or Elsewhere either of the value of Sicca Rupees thirteen thousand or thereabouts or of any other value. That he this Defendant on his own account or with his own separate use and benefit did in the year of Christ one thousand eight hundred and fourteen purchase the said last mentioned house and Ground at Chowringhee from one Elizabeth Fenwick for the price or sum of Sicca Rupees twenty thousand three hundred and seventeen and that this Defendant in like manner in the year last mentioned purchased the said upperroomed House situate at Simlah from one Francis Mendes for the price or sum of Sicca Rupees thirteen thousand and that the last mentioned house was also purchased with the proper and exclusive monies of this Defendant denies that after the death of the said Juggomohun Roy the said Complainant continued to live with this Defendant as an undivided Hindoo family at the family House at Nangoorparah or at any other House until the sixteenth day of Maug in the Bengal year one thousand two hundred and twenty three as untruly stated in the Complainants Bill of Complaint denies that the said Complainant at or after the time of the death of the said Juggomohun Roy had any Joint Right with this Defendant in or to any Estate or property whatsoever except the Right of the said Complainant under the said Deed of Partition to a share of the said House and premises at Nangoorparah as aforesaid until this Defendant assigned his Interest therein as hereinbefore mentioned—denies that this Defendant seeking to injure or defraud the said Complainant of any Right or Rights to the Estate in the Bill of Complaint untruly described as the joint Estate or with any such view as in the said Bill is untruly stated applied to or obtained from the said Gooroodoss Muckerjee a Bill of Sale or Conveyance of the Talooks of Govindpore and Rammesserpore aforesaid or that this Defendant with the view or for the purpose in the Bill Respectively untruly alledged or for any other purpose or with any other view than as hereinbefore in that behalf is mentioned caused or procured the said last mentioned Talooks to be transferred in the Books of the said Collector of Burdwan into the name of this Defendant—denies that this Defendant at any time or in any manner sought or attempted to defraud the said Complainant of any

part or share of the personal Estate to which the said Juggomohun Roy may have been entitled at the time of his death.—That the said Juggomohun Roy at the time of his death was not entitled Jointly with this Defendant to any personal Estate whatsoever—That he this Defendant after the said Partition as aforesaid very seldom Resided in the said House of Nangoorparah he admits that until the period in the Bill in that behalf mentioned the said Complainant did live at the House at Nangoorparah as a member of a divided Hindoo family. That the said Complainant shortly after the death of the said Juggomohun Roy did as this Defendant hath been informed and believes prefer or cause to be preferred a certain complaint in the Zillah Court at Hoogly and thereby claim to be entitled to the whole of the property which belonged to his said Father the said Juggomohun Roy at the time of his death and in virtue of such claim did obtain from the said Court a certain Process of the said Court against a person who was indebted to the said Juggomohun Roy at the time of his death upon some Judgment or Decree of the said Zillah Court obtained by the said Juggomohun Roy in his life time and this Defendant humbly submit that the institution of such last mentioned suits by the said Juggomohun Roy in his life time and after his death by the said Complainant in the said Zillah Court it is divident that the said Juggomohun Roy in his life time and the said Complainant after the death of his said father Respectively acted as persons who were divided in interest from this Defendant—denies that the said Complainant at any time except by his said Bill of Complaint applied to this Defendant to come to a Partition of any Joint immoveable or Real Estate or to account with him touching any Joint moveable or personal Estate But this Defendant humbly submits to this Honorable Court that as no Property either Real or personal which was of the said Juggomohun Roy the Father of the said Complainant in his life time or to which the said Juggomohun Roy was in his life time in any manner entitled has come to the hands Possession or power of any person or persons to his use he this Defendant would not have been bound even if this Defendant had been thereto Required to come to any Partition or account and that Defendant is not bound to come to any Partition or account with the said Complainant touching the Premises—That shortly after the date of the said Instrument of Partition the said Ramcaunt Roy withdrew from the House in which he had previously Resided at Nangoorparah as aforesaid and went to Reside at the House hereinbefore mentioned at Burdwan and that the said Ramcaunt Roy at all times afterwards until the time of his death continued to Reside in the last mentioned house separate and apart

from this Defendant and the said Juggomohun Roy and that the said Ramcaunt Roy at no time afterwards Returned to Reside in the said House at Nangoorparah although he occasionally visited the members of his family there for short period of time in the same manner as the said Ramcaunt Roy made occasional visits to the said Ramlochun Roy and such members of the family as Resided in the said House at Radanagore—That from the time when the said Ramcaunt Roy so separated himself from his family as aforesaid and proceeded to Reside in the said House at Burdwan until the time of his death the dealings and Transactions of the said Ramcaunt Roy were separate and Distinct from the dealings and Transactions of this Defendant and of the said Juggomohun Roy Respectively and the said Ramcaunt Roy as this Defendant hath been informed and believes kept separate and distinct accounts of his own dealings and Transactions and employed his own servants and in every other Respect acted and transacted his affairs as a person separated interest from the other members of his family. That the said Ramcaunt Roy after such Partition and Separation as aforesaid contracted debts to a considerable amount some of which were due and unpaid at the time of his death but that this Defendant at any time hath not been Required or Compelled to pay and hath not in fact paid any of the debts of the said Ramcaunt Roy which were contracted after such Partition or separation for that the said Ramcaunt Roy after such Partition and Separation was treated and considered as a Person who had divided and severed his Pecuniary interests from the other members of his family—That shortly after the said Separation and Partition and after the said Ramcaunt Roy and Ramlochun Roy had Respectively quitted the said family House at Nangoorparah this Defendant and the said Juggomohun Roy also deducted themselves except as hereinbefore mentioned as persons entirely separated in Interest and that this Defendant employed and from that time of the death of the said Juggomohun Roy and afterwards until the present time continued to employ separate agents and servants for the management of the affairs and dealings of this Defendant over which agents or servants the said Juggomohun Roy had not any Controul and that this Defendant at all times after such Partition and during the life time of the said Juggomohun Roy carried on his dealings and Transactions of the said Ramcaunt Roy and Juggomohun Roy Respectively and kept or caused to be kept Books and accounts of the separate dealings and Transactions of them this Defendant which last mentioned Books and accounts were at all times in the Exclusive Possession of this Defendant and his agents or servants and which last mentioned Books or accounts were not at any

time to the knowledge or belief of this Defendant subject or subjected to the inspection or control of the said Ramcaunt Roy and Juggomohun Roy or of either of them and that after such Partition and Separation the said Ramcaunt Roy or either of them did not to the knowledge or belief of this Defendant claim or assert any Right to any Interest share or proportion in the dealings or Transactions of this Defendant or in the property immoveable or moveable which this Defendant possessed or had acquired but that on the contrary thereof the said Ramcaunt Roy and Juggomohun Roy and each of them during their Respective life times treated and considered the dealing and Transactions of this Defendant and the property acquired and possessed by this Defendant after such Partition as aforesaid as dealings Transactions and property Respectively in which they the said Ramcaunt Roy and Juggomohun Roy or either of them had not any share or interest whatsoever That after such Partition and after the said Ramcaunt Roy and Ramlochun Roy had Respectively withdraw from the said Family House at Nangoorparah as aforesaid the said Juggomohun Roy also employed and from that period until the time of his death continued to employ separate agents or servants for the management of the separate affairs and Dealings of him the said Juggomohun Roy which last mentioned agents or servants were paid by the proper monies of him the said Juggomohun Roy and were not in any manner under the cotrol or authority of the said Ramcaunt Roy and that the said Juggomohun Roy at all times after the said Partition during his life time carried on separate dealings and Transactions wholly distinct and separate from the dealings and Transactions of the said Ramcaunt Roy and of this Defendant Respectively and kept or caused to be kept separate Books and accounts of the dealings and Transactions of him the said Juggomohun Roy which last mentioned Books and accounts were at all times in the possession of the said Juggomohun Roy or of his agents or servants and which last mentioned Books or accounts were not at any time inspected or Examined by this Defendant or as this Defendant believes by any person on his behalf or as this Defendant believes by the said Ramcaunt Roy in his life time or by any person or persons on his behalf and that this Defendant or the said Ramcaunt Roy to the knowledge or belief of this Defendant did not any time after such Partition and Separation as aforesaid claim or assert any Right to interfere in the said dealings or Transactions of the said Juggomohun Roy or any claim or Right to any Interest Share or proportion in the property which was possessed or had been acquired by the said Juggomohun Roy subsequently to the said Partition as aforesaid but that on the contrary there-

of the said Ramcaunt Roy during his life time and this Defendant at all times after the said Partition and during the life time of the said Juggomohun Roy treated and considered the dealings Transactions and property of the said Juggomohun Roy as dealings Transactions as Property Respectively in which the said Ramcaunt Roy and this Defendant or either of them had not any interest whatsoever—That after the death of the said Juggomohun Roy and until the time of the filing of the Complainants Bill of Complaint the dealings and Transactions of this Defendant have been carried on and conducted in the same manner as they were carried on and conducted after the said Partition as aforesaid during the life time of the said Ramcaunt Roy and Juggomohun Roy Respectively and separate from and unconnected with the dealings and Transactions of the said Complainant. That the said Juggomohun Roy in his life time contracted several debts to a very considerable amount for which the said Juggomohun Roy was separately sued as a person separated in pecuniary interests from the other surviving members of his family and that this Defendant at any time or in any manner hath not been required or compelled to pay and hath not in fact paid any or either of the debts which were so contracted by the said Juggomohun Roy subsequently to the Partition and separation as aforesaid—That in or about the year of Christ one thousand eight hundred and one the said Juggomohun Roy as the exclusive proprietor of a certain Talook called Hurreerampore situate in Pergunnah Chitooah in the district of Midnapore and which in and by the said Instrument of Partition had been allotted as part of the share of the said Juggomohun Roy was unable to pay a certain arrear of Revenue the due to the Government of Fort William in consequence whereof the said Talook last mentioned was sold by the Collector for the time being of the said district of Midnapore and that in as much as the Sale of the said Talook last mentioned did not produce a sufficient sum to satisfy the said arrear of Revenue the said Juggomohun Roy thereupon imprisoned in the Gaol of the Dewany Adawlut of Midnapore for the Balance which Remained due to the said Government amounting to the sum of four thousand four hundred and fifty-eight Sicca Rupees or thereabouts and the said Juggomohun Roy continued to be so imprisoned in the said Gaol as a Debtor for the last mentioned sum during Period of two years and a half or thereabouts—That during the period while the said Juggomohun Roy continued to be so imprisoned as aforesaid and although the said Juggomohun Roy corresponded in writing with this Defendant he did not claim or pretend to be entitled to any share or proportion of the Talooks or other Real property which were then in the possession

of this Defendant or to any share Interest in any personal property which was then in the hands or possession of this Defendant but that on the contrary thereof the said Juggomohun Roy after suffering his long imprisonment as aforesaid addressed or caused to be addressed some document in writing to the Collector for the time being of the said district of Midnapore therein declared that he the said Juggomohun Roy was in such distressed circumstances that he the said Juggomohun Roy was not able to pay more than the sum of one thousand Sicca Rupees on account of the said Balance so due to the said Government and for which he was so imprisoned as aforesaid at one time or payment and proposing to pay the Residue of the said Balance by thirty four monthly instalments—That he hath been informed and believes and hopes to prove that the said Juggomohun Roy about fifteen years after the said Partition and Separation as aforesaid absolutely sold certain immoveable property as and for his own separate and exclusive Property and that the said Juggomohun Roy after the said Partition and Separation as aforesaid and without the privity or assent of this Defendant or of the said Ramcaunt Roy mortgaged a considerable part of the property which had been allotted to him the said Juggomohun Roy in and by the said Instrument of Partition together with considerable part of the immoveable property which he the said Juggomohun Roy had acquired subsequently to the said Partition and Separation as aforesaid. That the said Juggomohun Roy sometime in or about the month of Falgoon in the Bengal year one thousand two hundred and eleven answering to the month of February in the year of Christ one thousand eight hundred and four borrowed from this Defendant the sum of Sicca Rupees one thousand and Executed to this Defendant an instrument in writing in the Bengal Language and character for securing to this Defendant the Repayment of the sum last mentioned.—That the said Instrument of Partition so Executed and Requested as aforesaid hath not at any time been cancelled or Revoked and that the same as this Defendant hath been advised and believes is still valid and effectual according to the Laws of the Hindoos to bar the said Complainant from obtaining any Partition or account of Property which this Defendant hath derived under or by virtue of such Instrument or which this Defendant hath acquired subsequently to the date of such Instrument and this Defendant humbly craves all the benefit and advantage in law to which he is entitled in value of the said Instrument of Partition in the same manner as if this Defendant had formerly pleaded the same in bar to the Relief discovery and Partition Respectively sought by the Complainants Bill of Complaint and this Defendant lastly submits to this

Honourable Court that the facts and circumstances thereinbefore in that behalf mentioned Respectively show and prove that at any time subsequently to the Partition and Separation aforesaid the said Ramcaunt Roy and this Defendant did not Reunite their pecuniary interests or in any manner agree to form or in fact form an undivided Hindoo Family in the manner in that behalf in the Complainants Bill of Complaint alledged Denies Combination &ca. Is the answer and whereas after the filing of the said answer and issue joined thereon and examination of Witnesses had and publication passed and upon reading a Subpœna to hear Judgment which issued on the sixth day of October in the year of our Lord one thousand eight hundred and nineteen and an affidavit of Gorauchund Doss sworn this twenty fifth day of October last of the due service thereof and upon reading an office copy of an order of this Court made in this cause on the twentieth day of July last past and upon hearing what was alledged by the advocates for the Defendant This Court doth think fit to adjudge order and decree and doth adjudge Order and Decree that the said Bill of Complaint of the said Complainant in this cause do stand absolutely dismissed out of and from this Court with costs.

WITNESS Sir Edward Hyde East Knight Chief Justice at Fort William aforesaid the tenth day of December in the year of our Lord one thousand eight hundred and nineteen.—

Turner Atty.
Strettell Atty.

(Sd) E. H. East
,, F. Macnaghten
,, A. Buller

(Sd) D. Heming
Registrar

DATES

Govindpersaud Roy
—vs—
Rammohun Roy

1817

23 June, 1817 ...... Bill of Complaint filed

,, ,, ,, ... Writ of *Subpœna ad respondendum* issued against Rammohun Roy.

24 ,, ,, ... Augustus Frederic Hamilton & George Hamilton Attornies engaged by Rammohun Roy

25 ,, ,, ... Rammohun enters appearance through his Attornies

29 July, ,, ... Rammohun applies for a month's further time to file his Answer, with complainant's consent : Prayer granted

29 August, ,, ... Rammohun applies for another three weeks' further time to have various papers and documents translated which would be required to prepare his Answer, with complainant's consent : Prayer granted.

19 September, ,, ... Warrant of Attorney

20 ,, ,, ,, ... Rammohun applies for leave to change his Attorney from Messrs. Hamiltons to Benjamin Turner : Prayer granted

23 ,, ,, ,, ... Rammohun engages Mr. B. Turner as his Attorney, with complainant's consent

24 ,, ,, ,, ... Rammohun applies for another eight days' further time to file his Answer : Prayer granted

4 October, ,, ... Rammohun files his Answer

17 ,, ,, ,, ... Govindpersaud applies for one month's further time to reply to Defendant's Answer, with Defendant's Attorney's consent : Prayer granted

19 November, ,, ... Govindpersaud files his Replication

1 December ,, ... Rammohun files his Rejoinder

1818

8 January, 1818 ...... Notice given that the Court would be moved on the 12th instant to issue a rule for dismissing the Complainant's Bill of Complaint for want of prosecution

27 January, 1818 ...... Govindpersaud files Interrogatories-in-chief

4 February, ,, ... Subpœna issued to Bacharam Sain & Kistnomohun Dhara to give evidence on behalf of the complainant

5 March, ,, ... Rammohun files Cross Interrogatories

26 & 28 March & 9 April ,, ... Bacharam Sain examined on the part of Govindpersaud Roy

9 & 10 April, ,, ... Bacharam Sain cross-examined

3 July, ,, ... Subpœna issued to Gooroopersaud Roy, Goculchund Bose, Juggernaut Mozumdar, Rajiblochun Roy, Gooroodoss Mukerjee, Gopeymohun Chatterjee and R. C. Pritcheet to give evidence on behalf of Rammohun Roy.

19 August, ,, ... Subpœna issued to Gooroopersaud Roy and Gopeymohun Chatterjee to give evidence on behalf of Rammohun Roy

27 August, ,, ... Rammohun files further Cross Interrogatories

17 September, ,, ... Rammohun applies for a Rule: Prayer granted

24 ,, ,, ,, ... Govindpersaud applies for change of Attorney from Scott to Wm. Smith: Prayer granted

28 ,, ,, ,, ... Gopeemohun Chatterjee examined on the part of Rammohun Roy

30 ,, ,, ,, ... Govindpersaud engages Wm. Smith as his Attorney

1 October, ,, ... Gooroopersaud Roy examined on the part of Rammohun Roy

,, ,, ,, ,, ... Subpœnas issued to Puttitpaban Chukerbutty, Ramdulal Ghose, Ramtonoo Roy, Bipperpersaud Roy, Tarreney Deby, Heeraram Chatterjee, Sobahchunder Roy, Rammohun Mitter & Ramdhone Digree to give evidence on behalf of Govindpersaud Roy.

1819

26 Janaury, 1819 ...... Subpœna issued to Manikram Mukerjee to give evidence on behalf of Rammohun Roy

10 February, ,, ... Manikram Mukerjee examined on the part of Rammohun Roy.

5 March, 1819 ...... Subpœnas issued to Ramtonoo Roy & Nund Coomar Bedyalunkar to give evidence on behalf of Rammohun Roy.

,, ,, ,, ... Ramtonoo Roy examined on the part of Rammohun Roy.

19 ,, ,, ,, ... Subpœna issued to Buddinauth Ghose to give evidence on behalf of Rammohun Roy.

April, ,, ... Buddinauth Ghose examined on the part of Rammohun Roy

7 ,, ,, ... Subpœna issued to Rajiblochun Roy to give evidence on behalf of Rammohun Roy

14 ,, ,, ... Subpœna issued to Gooroodoss Mukerjee to give evidence on behalf of Rammohun Roy

20 ,, ,, ... Rajiblochun Roy examined on the part of Rammohun Roy.

24 ,, ,, ... Nund Coomar Bedyalunkar examined on the part of Rammohun Roy.

30 April & 1 May, ... Gooroodoss Mukerjee examined on the part of Rammohun Roy.

1 May, ,, ... Subpœna issued to Charles Trover & Golucknarain Sircar to give evidence on behalf of Rammohun Roy.

11 ,, ,, ... Golucknarain Sircar examined on the part of Rammohun Roy.

14 ,, ,, ... Jussodanundun Ghose examined on the part of Rammohun Roy.

27 May, ,, ... Rammohun Roy applies for publication of depositions taken in the cause

11 June, ,, ... Govindpersaud Roy applies that time for publication of the depositions taken in the cause be enlarged till 11 July, with Affidavit: Prayer granted

,, ,, ,, ... Govindpersaud Roy files an affidavit re: serving of a subpœna on witness

12 ,, ,, ... Subpœnas issued to Nubkissore Roy, Radakistno Bonnerjee &ca. (seventeen witnesses) to give evidence on behalf of Govindpersaud Roy

14 ,, ,, ... Examiner certifies that no Cross Interrogatories have been filed by Govindpersaud Roy

17 June,	1819	...... Registrar certifies that no Writ of Attachment has been issued against Ramtonoo Roy, Heeraram Chatterjee, Tarreney Daby, Bippersaud Roy and Sobahchunder Roy for not appearing before the Examiner by virtue of Subpœnas issued to them
9 July,	,,	...... Oboychurn Dutt, Kissenpersaud Pundit, Radakistno Bonnerjee, Ramchunder Bonnerjee and Groopersaud Pundit produced and sworn on behalf of Govindpersaud Roy to the Interrogatories-in-chief
10 ,,	,,	...... On the motion of Mr. Fergusson on behalf of Govindpersaud Roy time for publication of depositions enlarged till 11 September
,, ,,	,,	...... Govindpersaud Roy & Ramdhone Mukerjee file affidavits re : serving of Subpœnas on witnesses.
12 ,,	,,	...... Examiner certifies that five witnesses on behalf of Govindpersaud Roy produced in his office for the purpose of being examined on the Interrogatories-in-chief
,, ,,	,,	...... Rammohun Roy changes his Attorney from late Benjamin Turner to John Turner
16 ,,	,,	...... Registrar certifies that no Writ of Attachment issued against Putitpuban Chatterjee, Ramdulol Ghose, Ramtonoo Roy, Bippersaud Roy, Tarreney Daby, Heeraram Chatterjee for their non-appearance before the Examiner of the Court
9 August	,,	...... Rammohun Roy files further Cross Interrogatories
11 ,, ,,	,,	...... Subpœnas issued to Juggernaut Mozumdar, Ramjoy Roy, Debnath Bose, Goculchund Ghose, Ramnarain Ghose, Muddenmohun Dutt, Nubkisore Roy, Ramdulol Ghose, Putitpuban Chukerburty, Neemy Roy, Hurgovind Odecary and Rammohun Kubrez to give evidence on behalf of Govindpersaud Roy

24 August,	1819	......	Govindpersaud Roy petitions Court to be allowed the benefit of suing informa pauperis, Wm. Smith consents to carry it: Prayer granted
31 ,,	,,	......	Radakistno Bonnerjee examined on the part of Govindpersaud Roy
1 September	,,	......	Radakistno Bonnerjee cross-examined
2 ,, ,,	,,	......	Ramchunder Bonnerjee examined on the part of Govindpersaud Roy
,, ,, ,,	,,	......	Ramchunder Bonnerjee cross-examined
6 ,, ,,	,,	......	Oboychurn Dutt examined on the part of Govindpersaud Roy
,, ,, ,,	,,	......	Rammohun Roy files further Cross Interrogatories to be administered to Tarreney Daby
14 ,, ,,	,,	......	Govindpersaud Roy petitions Court to be allowed to engage Charles George Strettell as pauper's Attorney without paying costs due to Wm. Smith: Prayer granted
15 ,, ,,	,,	......	Govindpersaud Roy applies for 15 days' further time for publication of depositions taken: *Rule nisi* granted
22 ,, ,,	,,	......	Court's order on the above petition
23 ,, ,,	,,	......	Rammohun Roy petitions for the discharge of the above Rule obtained by Govindpersaud Roy: Prayer granted
6 October	,,	......	Rammohun Roy applies for making the *rule nisi* obtained by him absolute
,, ,, ,,	,,	......	Subpœna to hear judgment issued on the request of Rammohun Roy's Attorney
5 November	,,	......	Instructions given to set down the cause for hearing
10 December	,,	......	Judgment delivered

132. Bill of Complaint of Doorgah Daby. (Filed 13 April, 1821).

IN THE SUPREME COURT OF JUDICATURE AT FORT WILLIAM IN BENGAL.

In Equity.

Doorgah Daby
—vs—
Rammohun Roy

To the Honorable Sir Edward Hyde East Knight Chief Justice the Honourable Sir Francis Macnaghten Knight and the Honorable Sir Anthoney Buller Knight his Companions Justices of the Supreme Court.

Humbly Complaining Sheweth unto your Lordships Your Oratrix Doorga Daby an Hindoo and Widow of one Juggomohun Roy deceased also an Hindoo that Rammohun Roy the Defendant hereinafter named having contracted and agreed with certain persons for the purchase of certain Talooks and being unable for want of money to carry his contract into Execution applied to your Oratrix for assistance and entered into an engagement with your Oratrix that if your Oratrix would advance and lend to him sufficient money to pay for the lands he had so contracted to purchase that he would immediately upon the Lands being conveyed to him resell them to your Oratrix in payment of the said debt or loan at a trifling advance and transfer them to your Oratrix's name in the Books of the Collector of the district in which they are situated provided your Oratrix would also agree to let the said Lands to him to farm on a Lease for six years at a moderate rent upon this promise your Oratrix acceeded to the proposal of Defendant and advanced to him the sum of Four Thousand and five hundred Sicca Rupees which it was agreed—Your Oratrix was to pay to Defendant by way of Purchase Money for the said Land that Rammohun Roy Defendant having so obtained the means of carrying his agreement for the purchase of the said Landed Estates into Effect did purchase from one Ramtonoo Roy a Talook called Rammesserpore in the Pergunnah of Chunderconah in the District of Burdwan in the Province of Bengal for Sicca Rupees one thousand two hundred and fifty and from one Gungadhur Ghose a certain other Talook called Govindpore in the Pergunnah of Jahanabad in the District of Burdwan in the Province of Bengal for Sicca Rupees three thousand and one hundred making together the sum of Sicca Rupees four thousand three

The records of this case are preserved in the Old Records Dept. of the Calcutta High Court (Original Side).

hundred and fifty and having purchased the said Talooks Defendant on the fifth day of Srabun in the Bengal year one thousand two hundred and six answering as Complainant is informed and believes to the nineteenth day of July in the Christian year one thousand seven hundred and ninety-nine Executed and delivered to your Oratrix two written instruments in the Bengal Language and Character one of which was a Bill of Sale of the Talooks before mentioned and is when translated into the English Language and character in the words and figures following---

"Sri Raum"

Sri Rammohun Roy Inht.
Langoolparah
Perg. Boyorah

"To the Mansion of every Felicity Srimotee Doorga Dabee— "The Daughter of Sri Luckhun Ghosaul and the wife of Sri Juggomohun "Roy Inhabitant of Langulparah in the Pergunnah of Boyorrah appertaining to the Zillah of Burdwan of virtuous disposition."

"I Sri Rammohun Roy the descendant of Sri Ramcaunt Roy and son "of the late Brijobenod Roy Deceased Execute this Instrument of sale of "zemindarry in the year 1206 Twelve hundred and six as follows—I "purchased on the 30th thirtieth of Assaur of the year 1206 twelve "hundred and six the Hoodah Govindpore in the Pergunnah of Jahana-"bad with a Revenue in the aggregate including Thanadarry and "Chackraun of 9789.5.1. Nine thousand seven hundred and Eighty "nine Rupees five annas and one Gondah from Sri Gungadhur Ghose "for the value and consideration of the sum of 3100 three thousand and "one hundred Rupees also on the 30th thirtieth of Assar of the year "1206 Twelve hundred and six I purchased the Hoodah of Rammesser-"pore in the Pergunnah of Chunderconah with a Revenue of 10965.1.7 "Ten thousand Nine hundred and sixty five Rupees one anna seven "Gondahs from Sri Ramtonoo Roy for the value and consideration of "the sum of 1250 one thousand two hundred and fifty Rupees and "having paid the full amount of the said consideration to the said "Ghose and the said Roy from hand to hand I obtained Bills of sale in "my own name—Now having sold unto you of my free will the whole "of the said Hoodah Govindpore and Hoodah Rammesserpore for the

"sum of 4500 Four Thousand and Five hundred Rupees sicca of the "Present Currency and of full weight and having received from you "hand to hand in full satisfaction the aforesaid consideration—I execute "and deliver unto you this Bill of sale—All the profits and Zemindarry "Rights in the said Hoodahs are yours—Having taken possession of the "said Hoodahs and paying the Government Revenue you will possess "and Enjoy them down to your sons grandsons and so on—There is "no concern or claim either from me or my heirs if any is made by any "person or should I make any all such are void and inadmissible—On "these conditions I Execute and deliver this Bill of sale—year 1206 "Twelve hundred and six—Date 5 fifth Srabun."

"Witnesses"

"Sree Gungadhur Ghose"
Inht. Kishnagore
Pur. Jahanabad.

"Sree Bacharam Sain"
Inht. Kishnagore
Purg. Jahanabad

"Sree Hingunusho
Inht. Calcutta"

"A True Translation of the annexed Paper A No. 1
"W. D. Smith
"18th December 1820."

but Defendant taking advantage of your Oratrix who being a Hindoo Woman is not acquainted with matters of business did not at the time of delivering the said bill of sale deliver nor yet hath delivered to your Oratrix the title deeds or Pottahs of the said Talooks the other Written instrument before mentioned is an engagement by the Defendant to take the said Talooks to farm upon Lease for six years as before mentioned to have been agreed upon between your Oratrix and Defendant which last mentioned written instrument when translated into the English Language and Character is in the words and Figures following—

"Sri Raum"

Sree Rammohun Roy Inht.
Langoolparah
Perg. Boyorah

"To the Worthy of Respect Srimatee Doorgah Dabee I Sree Ram-"mohun Roy Execute this Cubboliut as follows—Lot Govindpore in the

"Pergunnah of Jahanabad and Lot Rammesserpore in the Pergunnah "of Chunderconah are your Talooks by Purchase the said Lots I do "hereby take to farm from you for the term of six years from the "year 1206 Twelve hundred and six to the year 1211 Twelve hundred "and Eleven at the annual Fixed Revenue of sicca 21155.6.8 Twenty "one thousand one hundred and fifty five Rupees six annas and Eight "Gundahs I will pay unto you the amount of the said Revenue in ap- "proved sicca Rupees agreeably to the kistbundee kist after kist and "month by month the amount of the money for one month I will pay "in by the 10th, 20th or 30th with the kist in failure of such payment I "will pay Interest from the day first of the month following I have "signed this agreement for the farm after having well understood the "Revenue thereof therefore touching this Revenue I will start no objec- "tion on the score of Inundation or Dearth nor will I petition for any "abatement therefrom on any account If I make any petition the same "shall be inadmissible—The sudder and Moffusul Establishment and all "Expences are at my charge you have no concern with the same If any "of the Riotts of the said Talooks make any Complaint against me or "if I shall make any complaint against any person the liability and Ex- "pences thereof shall rest upon me the sircar has no concern therewith "If you shall out of the said Talooks grant any of the Mouzas to any "person (at the fixed Revenue it bears) as a Durputtunee Talook having "thereupon given to such person the actual possession thereof I shall "receive from him the amount of the Revenue for the same If you shall "grant a Talook at a higher rate or Revenue than the fixed rent then I "shall pay in separately unto you the amount of such excess of Revenue. "But if you shall Grant a Talook at a less revenue than what is fixed "and established then I shall be allowed a deduction from the Revenue "to which I have set my signature—I shall take possession agreeably "to the metes bounds rights and limits of your Zemindarry—on these "conditions I Execute and deliver this Cubboliut—year 1206 Date "5th Srabun."

"Witnesses"

"Sree Gungadhur Ghose"
Inht. Kishnagore
Pur. Jahanabad

"Sree Bacharam Sain"
Inht. Kishnagore
Pur. Jahanabad

"Sree Hingunusho
Inht. Calcutta."

"A true Translation of the annexed Paper B No. 1"

"W. D. Smith"
"December 1820"

And Your Oratrix further sheweth that during the term of the Lease that is to say for six years from the date thereof the Defendant did farm the Talooks and regularly paid the Government and other rent according to the specifications in the agreement to farm mentioned and that at the conclusion of these six years Defendant being then absent from Calcutta residing in the districts of Jessore and Baugulpore Complainant had no opportunity of applying to him to relinquish the possession of the said Talooks in consequence of which Defendant continued to occupy and farm the Talooks till his return to Calcutta in the Bengal year one thousand two hundred and fifteen when your Oratrix applied to Defendant to give to her the possession of the said Talooks together with the title Deeds and Pottahs relating to them that Defendant evaded to do so and represented to your Oratrix that as the Talooks were then much out of condition and in a very disorderly state your Oratrix would not be able to manage them but that if your Oratrix would grant to him a further Lease in the said Talooks for the further term of seven years that he would then give your Oratrix possession of the Talooks together with the title Deeds pottahs and all other Deeds and papers relating to them to which your Oratrix agreeing Defendant Executed to your Oratrix a Cabuliat or agreement of Lease in the Bengal Language and character which being translated into English is in the words and figures following—

"Sri Raum"

Sree Rammohun Roy Inht.
Langoolparah
Perg. Boyorah

"To the Worthy of Respect Srimatee Doorgah Dabee I Sree "Rammohun Roy Execute this Cubboliut as follows—Lot Govindpore "in the Pergunnah of Jahanabad and lot Rammesserpore in the Per-"gunnah of Chunderconah are your Talooks by purchase—the said "Lots, I do hereby take to farm from you for the term of seven years "from the year 1215 Twelve hundred and fifteen to the year 1221 "Twelve hundred and twenty one at the annual fixed Revenue of Sicca "Rupees 21205-6-8 Twenty one thousand two hundred and five Rupees "six annas and Eight gundahs I will pay unto you—The amount of the

"said Revenue in approved sicca Rupees agreeably to the Kistbundee "kist after kist and month by month The amount of the money for one "month I will pay in by the 10th, 20th, 30th with this kist in failure of "such payment I will pay Interest from the first Day of the month "following—I have signed this agreement for the farm after having well "understood the revenue thereof therefore touching this revenue I will "start no objection on the score of Inundation Dearth and so forth nor "will I petition for any abatements therefrom on any account if I make "any petition the same shall be inadmissible the sudder and mofussil "Establishment and all expences are at my charge you have no concern "with the same If any of the Riotts of the said Talooks make any com- "plaint against me or if I shall make any complaint against any person "the liability and Expences thereof shall rest upon me the sircar has no "concern therewith—If you shall out of the said Talooks grant any of "the Mouzas to any person (at the fixed revenue it bears) as a Durput- "tunee Talooks having thereupon given to such person the actual "possession thereof I shall receive from him the amount of the Revenue "for the same—If you shall grant a Talook at a higher revenue than "the fixed rent then I shall pay in separately unto you the amount of "such excess of revenue but if you shall grant a Talook at a less revenue "than what is fixed and Established then I shall be allowed a deduction "from the revenue to which I had set my signature I shall take possession "agreeably to the metes bounds rights and limits of your Zemindary on "these conditions I Execute and deliver this Cubboliut year 1215 Dated "27th Joistee at Calcutta."

"Witnesses"

"Sutcorry Mokopadah"
Inht. Kishnagore
Pur. Jahanabad.

"Sree Bacharam Sein"
Inht. Kishnagore
Pur. Jahanabad.

"Sree Gopeymohun Chuttopadah"
Inht. Kantolparrah.

"A true Translation of the annexed Paper D No. 1.

"W. D. Smith.
22d. December 1820.

that during the last mentioned period of seven years for which Defendant had so agreed to farm the Talooks in question he the Defendant did not pay to your Oratrix the regular rent as agreed upon but occasionally and at several times paid by way of and towards the rent of those Talooks certain sums as hereinafter set forth and mentioned that when the time

stated in the last mentioned agreement to farm had expired your Oratrix applied again to Defendant to deliver to her the possession of the Talooks together with the Title Deeds pottahs and papers belonging to them and to transfer the Talooks to her Name in the Books of the Collector of the district in which they are situated according to his promises but he evaded and has ever since constantly evaded your Oratrix's requests in that behalf and still continues to hold possess and manage the said Talooks that since the date of the last agreement to lease hereinbefore stated Defendant has at different times paid to your Oratrix small sums of money amounting in the whole to about the sum of 1800 sicca Rupees And your Oratrix further sheweth that there is a large sum of money now due and owing to your Oratrix from the Defendant for rent together with interest according to the terms of the last mentioned agreement to farm the said Talooks amounting in the whole to the sum of eight or nine thousand Rupees And your Oratrix well hoped that Defendant would have accounted with and paid to your Oratrix the money due from him to your Oratrix as aforesaid and would have peaceably and quietly delivered up to your Oratrix the said Talooks title Deeds Pottahs and other Deeds and Documents belonging to the said Talooks and that he would have transferred the said Talooks to your Oratrix's name in the books of the Collector of the district according to the several instruments hereinbefore mentioned and undertakings of the said Defendant hereinbefore stated and mentioned and your Oratrix has repeatedly applied to the said Rammohun Roy who is an Inhabitant of Calcutta and therefore subject to the Jurisdiction of this Honorable Court and requested him quietly to deliver up possession to your Oratrix of the said premises and to account for the rents and profits thereof according to the several instruments hereinbefore set forth and to deliver up to your Oratrix all the Pottahs title Deeds documents and papers relating to the said premises and your Oratrix well hoped that the said Rammohun Roy would have complied with such her reasonable requests as in Justice and Equity he ought to have done and ought now to do But now so it is may it please your Lordships that the said Rammohun Roy combining and confederating with divers other persons at present unknown to your Oratrix whose names when discovered she prays may be herein inserted with apt and proper matter and words to charge them as parties hereto and continuing to injure and oppress your Oratrix in the premises absolutely refuses to comply with your Oratrix's said requests sometimes pretending that he never borrowed owed or was indebted in any such sum of money to your Oratrix as aforesaid and that he never Executed any such instrument of sale of the said

Talooks as aforesaid yet at other times he will admit that he was and is indebted in the sum of Four thousand and five hundred Rupees to your Oratrix but then he pretends that he did not intend to sell to your Oratrix the said Talooks but that he only intended to mortgage them for the amount of that sum but sometimes he will admit that he did sell the Talooks to your Oratrix as aforesaid but denies that he ever had or has ever refused to deliver the said Talooks to your Oratrix the contrary of which your Oratrix charges to be the truth all which actings doings and pretences of the said confederates are contrary to Equity and good Conscience and tend to the manifest wrong and injury of your Oratrix in the premises In consideration whereof and for as much as your Oratrix is remediless in the matters aforesaid and cannot obtain possession of the said premises but in a Court of Equity where matters of this kind and Nature are properly cognizable and relievable—To the End therefore that the said Rammohun Roy and confederates when discovered may upon their several and respective oaths according to the best and utmost of their several and respective knowledge remembrance information and belief a full true direct and perfect answer make to all and singular the matters aforesaid as fully as if the same were here repeated and they particularly interrogated thereto and particularly whether all and singular the matters and things hereinbefore stated and charged are not true and if not in what respect or particular the same or any or either and which of them vary or differ from the truth and more especially that the said Rammohun Roy may answer and set forth whether your Oratrix at the time hereinbefore mentioned or at some other and what time did not lend and advance to the said Rammohun Roy or to some one and to whom on his account the sum of money hereinbefore mentioned or some other and what sum of money and whether he the said Rammohun Roy did not at the respective times hereinbefore mentioned or at some other and what time or times Execute the several instruments hereinbefore set forth in manner and form hereinbefore stated or some other and what Instruments to the like purport and effect and that the said Rammohun Roy may set forth and discover how much is now due and owing unto your Oratrix for principal and interest according to the said written Instruments or otherwise and how otherwise and that it may be referred to the Master of this Honorable Court to take an account of what is due and owing to your Oratrix for principal and interest and the said Instruments and Otherwise from the said Rammohun Roy and that the said Rammohun Roy be decreed to pay to your Oratrix what shall be found due on such account by a short day to be appointed by

this Honorable Court in that behalf together with your Oratrixes costs and that Defendant may be decreed to make over and deliver up to your Oratrix the said Talooks together with all title deeds Pottahs and other Deeds and Instruments relating thereto and that the Defendant may also be decreed to transfer the said Talooks and premises to the Name of your Oratrix in the Books of the Collector of the Districts in which they are situated and your Oratrix may have such further and other relief as the nature of her case may require and to your Lordships shall seem meet May it please your Lordships to grant unto your Oratrix his Majestys most gracious writ of Subpoena to be directed to the said Rammohun Roy commanding him at a certain day and under a certain pain therein to be inserted personally to be and appear before your Lordships in this Honorable Court then and there to answer the premises and to stand to and abide such order and decree therein as to your Lordships shall seem agreeable to Equity and good Conscience.

And your Oratrix shall ever pray &ca.

R. Howard
Complts. Atty. (Sd.) G. Money

133. Order of the Court on the Petition of Doorgah Daby for the issue of a Writ of Attachment against Rammohun Roy. (21 May, 1821).

George the Fourth by the Grace of God of United Kingdom of Great Britain and Ireland King Defender of the Faith and so forth.

Vacation after second Term 1821.

Doorga Daby
Against
Rammohun Roy

Upon reading a Petition of the Complainant in this Cause a certificate of the sworn Clerk and two several Certificates of the Registrar all filed this day. It is Ordered that a Writ of attachment do issue out of and under the seal of this Court against the said Defendant Rammohun Roy for want of an Answer to the Bill of Complaint of the Complainant in this cause Upon the motion of Mr. Money advocate for the said Complainant.

WITNESS Sir Edward Hyde East Knight Chief Justice at Fort William aforesaid the twenty first day of May in the year of our Lord one thousand eight hundred and twenty one.

Howard
Atty.

(Sd) D. Heming
Regr.

134. Petition of Rammohun Roy for the discharge of the Writ of Contempt. (7 June, 1821.)

To the Honorable Sir Edward Hyde East Knight Chief Justice and his Companions Justices of the same Court.

The humble Petition of the Defendant abovenamed.

Sheweth

That the Complainant abovenamed having filed her Bill of Complaint in this Cause against your Petitioner—That your Petitioner appeared thereto and hath taken an office copy of the said Bill of Complaint—That your Petitioner hath one Order for one weeks further time on suggestion to answer to the said Bill in this cause, That your Petitioner is now under Contempt for want of Answer.

Your Petitioner therefore most humbly prays your Lordships will be pleased to order that the Writ or Writs of Contempt issued in the cause against him be discharged upon payment of costs by him to the said Complainant.

And your Petitioner shall ever pray &c.

Be it so
(Sd.) F. Macnaghten
7th June 1821.

John Turner
Petitioners Atty.

(Sd.) H. Compton

135. Answer of Rammohun Roy. (Filed 5 September, 1821).

The Answer of Rammohun Roy Defendant to the Bill of Complaint of Doorgah Daby Complainant

This Defendant now and at all times hereafter saving and reserving to himself all advantage that may be had or taken to the manifold imperfections and insufficiencies in the Complainants Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised it is material for him to answer unto he this Defendant answering Saith that it is not true that this Defendant having contracted and agreed with certain persons for the purchase of certain Talooks and being unable for want of Money to carry his contract into execution applied to the Complainant for assistance and entered into an engagement with the Complainant that if the Complainant would advance and lend to him This Defendant sufficient money to pay for the lands he had

contracted to purchase that he would immediately upon the Land being conveyed to him This Defendant resell them to the Complainant in payment of the said debt or loan at a trifling advance, and transfer them to the Complainants name in the Books of the Collector of the District in which they are situated provided the Complainant would also agree to let the said Lands to him this Defendant to farm on a lease for six years at a moderate rent and this Defendant further answering denies that upon the promise mentioned in the Complainants Bill, or for any other consideration the Complainant acceeded to the proposal in the Bill untruly mentioned or to any other proposal for the loan or advance of money to This Defendant And this Defendant further answering denies that the said Complainant advanced to this Defendant the sum of Sicca Rupees Four Thousand and five hundred which it was agreed the Complainant was to pay to this Defendant by way of Purchase money for the said Lands in the Bill mentioned or any other sum of money whatsoever for or on account of the purchase money of any Lands And this Defendant further answering denies that with any monies obtained from the said Complainant or from any person or persons on her behalf This Defendant purchased the landed estates in the Bill mentioned or either of them or any part thereof And this Defendant further answering saith that although he this defendant on or about the thirtieth day of the month of Assur in he Bengal year one thousand two hundred and twenty six did in fact purchase a certain Talook called Govindpore from one Gungadhur Ghose for the price or sum of Sicca Rupees three thousand and one hundred and on or about the same day and year last mentioned did also purchase from one Ramtonoo Roy a certain other Talook called Rammesserpore for the price or sum of Sicca Rupees one thousand two hundred and fifty Yet this Defendant further answering saith that he purchased the said several Talooks herein last mentioned with his own proper monies and not with any sum of money borrowed from or advanced by the said Complainant or by any person or persons on her behalf to or for the use of this defendant and this Defendant further answering saith that either on the 5th day of Srabun in the Bengal year one thousand two hundred and six or at any other time this Defendant did not execute or deliver to the said Complainant an instrument in the Bengal Language or character purporting to be a Bill of Sale of the Talooks in the Complainants Bill mentioned and a translation whereof is in the said Bill in that behalf set forth or any other written instruments to that or to the like effect or purporting to be a Bill of sale or Conveyance of the Talooks in the Bill mentioned or of either of them and this Defendant further answering denies that

he at any time or in any manner took advantage of the said Complainant being a Hindoo woman and unacquainted with Matters of business as untruly alleged in the Bill. But this Defendant saith as he hath already said that he never executed or delivered to the said Complainant the said pretended Instrument or Bill of Sale in the Bill mentioned and that therefore no Pottahs or Title Deeds of the said Talooks could have been delivered to the said Complainant at the time of the pretended execution of such supposed Instrument or Bill of Sale and this Defendant further answering saith that either at the time in that behalf in the Bill mentioned, or at any other time This Defendant did not execute or deliver to the said Complainant an Instrument in writing in the Bengal language and character purporting to be an engagement by this Defendant to take the Talooks in the Bill mentioned to farm upon lease for six years and a translation whereof is in the said Bill of Complaint in that behalf set forth or any other Instrument to that or to the like effect or whereby This Defendant engaged or agreed to take the said Talooks to farm upon lease from the said Complainant for any period of time whatsoever and this Defendant further answering denies that for six years from the date of the said pretended Instruments in the said Bill of Complaint secondly set forth or for any other period of time This Defendant did farm the said Talooks in the said Bill mentioned or either of them from the said Complainant or that this Defendant either regularly or otherwise paid the Government and other rent according to the specifications in such pretended agreement mentioned although this Defendant admits that he regularly paid or caused to be paid the Revenue due to the said Government for the said Talooks and which this Defendant purchased and held in his own right and as his own property and this Defendant further answering saith that as this Defendant never sold or agreed to sell the Talooks in the Bill mentioned to the said Complainant and never rented or agreed to rent the same from the said Complainant as untruly alleged in the said Bill the said Complainant was not entitled to apply and did not in fact apply to this Defendant to relinquish the possession of the Talooks in the Bill mentioned or either of them or any parts thereof as in the Bill is untruly stated and that this Defendant held and enjoyed the said Talooks during the period in the Complainants Bill mentioned and after the expiration of the period mentioned in the said pretended agreement or lease in the same manner as he had theretofore held and possessed the same and not otherwise and this Defendant further answering denies that before or after this Defendants return to Calcutta either in the Bengal year one thousand two hundred and fifteen or at any

other time the said Complainant applied to this Defendant to give to her the said Complainant the possession of the Talooks in the Bill mentioned together with the title deeds and Pottahs relating to the same or that the said Complainant made any other application to that or to the like effect or that this Defendant in any manner evaded such pretended application or that this Defendant represented to the said Complainant that as the Talooks were then much out of condition and in a very disorderly state the Complainant would not be able to manage them—or that if the Complainant would grant to him this Defendant a further lease in the said Talooks for the further time of seven years that he this Defendant would then give the Complainant possession of the Talooks together with the Title deeds Pottahs and all other Deeds and Papers relating to the same or that this Defendant at any time or in any manner made any other representation or proposal to the said Complainant to that or to the like effect. And this Defendant further answering saith that no such representation or proposal as in the Bill of Complaint in that behalf is mentioned having been made to the said Complainant she did not agree to the same and that this Defendant either on the 27th day of Joistee in the Bengal year one thousand two hundred and fifteen or at any other time did not execute or deliver to the said Complainant a Cabooliot or agreement or instrument in writing in the Bengalee Language or character a translation whereof is in the Complainants Bill of Complaint in that behalf set forth or any other Cabooliut or instrument in writing to that or to the like purport or effect or whereby this Defendant agreed to take from this and Complainant the Talooks or Lands in the Bill mentioned or any Talooks or Lands whatsoever for any period of time. And this Defendant further answering saith that during the period of seven years in the last mentioned pretended Instrument specified this Defendant did not pay to the said Complainant any sum of money whatsoever on account of the rent of the Talooks in the Bill mentioned or any part thereof as untruly stated in the Complainants Bill and that either at the expiration of the time in the said pretended agreement bearing date the 27th of Joistee 1215 mentioned or at any other time the said Complainant did not apply to this Defendant to deliver to her the possession of the Talooks in the Bill mentioned or of the Title deeds Pottahs or papers belonging to the same or to transfer the said Talooks to the name of the said Complainant in the Books of the Collector of the district in which the same are situated. And this Defendant positively denies that he at any time or in any manner made any Promise or entered into any engagement to deliver the said Talooks or either of

them or any or either of the Title deeds Pottahs or papers relating to the same to the said Complainant as is untruly stated in the said Bill of Complaint and that therefore this Defendant never did or could have made such promise or engagement. But this Defendant admits that from the time that he this Defendant purchased the said several Talooks in the manner herein in that behalf mentioned until the present time he this Defendant by himself or his agents in that behalf hath held possession and still holds possession of the same and hath collected and still collects the rents issues and profits thereof to and for the use and benefit of him this Defendant and this Defendant further answering denies that he this Defendant is indebted to the said Complainant in any sum of money whatever on account of rent or interest or otherwise in virtue of any instrument or agreement at any time executed by this Defendant to the said Complainant and this Defendant further answering positively denies that the said Complainant hath at any time save by her said Bill of Complaint applied to this Defendant to deliver up possession of the Talooks in the Bill mentioned or to account for the rents and profits thereof according to the several instruments in the said Bill of Complaint set forth or to deliver up the Pottahs Title Deeds Documents and papers relating to the said last mentioned Talooks. But this Defendant saith that if such application had been made this Defendant would not have complied therewith and this Defendant further answering saith that at the time in the Complainants Bill in that behalf mentioned or at any other time this defendant did not borrow from the said Complainant the sum of sicca Rupees 4500 or any other sum of money either for the purpose of purchasing the Talooks in the Bill mentioned or for any other purpose and that this Defendant either at the respective periods of time in the Bill of Complaint in that behalf mentioned or at any other period of time did not execute to the said Complainant any agreement or instrument in writing of any kind or description and that this Defendant never did rent or farm or agree to rent or farm from the Complainant the Talooks or lands in the Bill mentioned or any other Talooks or Lands of any kind or description and that this Defendant never paid or caused to be paid to the said Complainant any sum of money whatsoever on account of the rent of the Talooks in the Bill specified or of either of them or of any part thereof and that this Defendant is not now indebted to the Complainant in any sum of money on any account whatsoever to the knowledge or belief of him this Defendant and that the several instruments in the said Bill of Complaint pretended to have

been executed by this Defendant, if any such exist are false and fabricated. And this Defendant further answering saith that one Ramcaunt Roy formerly a Hindoo Inhabitant of Nangoorparah in the Purganah of Boyrah in the district of Burdwan and Province of Bengal, but now deceased was in his lifetime possessed of certain property moveable and immoveable and that on or about the month of Augrun in the Bengal year one thousand two hundred and three the said Ramcaunt Roy by an Instrument in writing in the Bengal Language and character duly and publicly executed by the said Ramcaunt Roy and afterwards Registered by the Kazee of Kishenagore a Public officer who in that behalf was lawfully authorized did divide and allot certain portions of property of him the said Ramcaunt Roy in the said instrument particularly specified to and among his three sons then living namely Juggomohun Roy Ramlochun Roy and this Defendant, he the said Ramcaunt Roy in and by the same instrument having reserved to himself for his own use certain other portions of his said property and this Defendant further saith that after the execution of the said last mentioned instrument and in pursuance thereof this Defendant and the said other sons of the said Ramcaunt Roy respectively took possession of the shares or portions of property which had been so allotted to them respectively and that the said Ramcaunt Roy thereafter during his lifetime continued to possess such portions of property as had been so reserved by him for his own use and benefit and this Defendant further saith that from and after the allotment and partition before mentioned this Defendant and his said brothers became separate and divided in estate and interest from each other and at all times afterwards during the lifetime of the said Ramcaunt Roy continued to be separate and divided in interest and property and that this Defendant by his own separate and exclusive labours and exertions acquired monies by which he was enabled to purchase several parcels of Landed Property including the Talooks called Govindpore and Rammesserpore in the Complainants Bill of Complaint mentioned. And this Defendant further saith that Juggomohun Roy hereinbefore named was the eldest son of the said Ramcaunt Roy and that the said Juggomohun Roy having in virtue of the said Instrument of allotment taken possession of the share or portion of property which had been so given to him by his said Father Ramcaunt Roy he continued to possess and enjoy the same and conducted and carried on his affairs separately and distinctly from this Defendant and the said Ramlochun Roy. And this Defendant further saith that the said Juggomohun Roy in his lifetime entered into concerns and speculations which proved unfortunate and became much embarrassed in

his circumstances and was by his misfortunes compelled to dispose of a considerable part of the property which he had so received from his father Ramcaunt Roy and was obliged by his necessities to borrow money from different persons and among others from this Defendant and this Defendant further saith that in or about the Bengal year one thousand two hundred and eight and for a period of two and a half years next following or thereabouts the said Juggomohun Roy was imprisoned in the Gaol of the Dewanny Adawlut at Midnapore, for a certain balance or sum of money amounting as this Defendant hath been informed and believes to sicca Rupees 4458 or thereabouts which was due or claimed to be due to the Government of Fort William from the said Juggomohun Roy on account of certain arrears of Revenue and this Defendant further saith that afterwards and in the month of Falgoon in the Bengal year one thousand two hundred and eleven corresponding as this Defendant believes with the month of February in the year of Christ one thousand eight hundred and four the said Juggomohun Roy borrowed from this Defendant the sum of Sicca Rupees one thousand and executed to this Defendant an Instrument in writing in the Bengal Language and character for securing to this Defendant the repayment thereof. And this Defendant further saith, he verily believes, that at all times afterwards until the time of the death of the said Juggomohun Roy which happened in or about the month of Choyt in the Bengal year one thousand two hundred and eighteen corresponding as this Defendant believes with parts of the months of March and April in the year of Christ one thousand eight hundred and twelve the said Juggomohun Roy continued to be embarrassed in his pecuniary concerns and this Defendant further saith that the said Complainant is the widow of the said Juggomohun Roy and was married to him some time in or about the Bengal year eleven hundred and ninety nine and that one Govindpersaud Roy hereinafter mentioned is a son of the said Juggomohun Roy by the said Complainant and is now living and is the only surviving son and personal representative of the said Juggomohun Roy and this Defendant further saith that long before the time when this Defendant purchased the Talooks called Govindpore and Rammesserpore hereinbefore mentioned and at the time and long before the date of the pretended Instrument in the Complainants Bill first set forth the said Complainant was married to the said Juggomohun Roy who was then living and that as this Defendant verily believes the said Complainant had no property separate or distinct from the property of her said husband and this Defendant further answering saith that after the death of the said Juggomohun Roy and on or about the 23rd

day of June in the year of Christ one thousand eight hundred and seventeen the said Govindpersaud Roy the son of the said Complainant the said Juggomohun Roy exhibited and filed his Bill of Complaint in this Honorable Court against this Defendant and did therein and thereby amongst other things state that after the Execution of the instrument of Partition or Allotment by the said Ramcaunt Roy which is hereinbefore mentioned the said Ramcaunt Roy the said Juggomohun Roy and this Defendant reunited and lived together as an Hindoo family and became again joint and undivided in food property and in all other respects until the death of the said Ramcaunt Roy and that after his death the said Juggomohun Roy and this Defendant continued to live together and to form an undivided family until the death of the said Juggomohun Roy and that the said Govindpersaud Roy did in his said Bill of Complaint further state that after the making of the said Partition and allotment in the said Bill and hereinbefore in that behalf respectively mentioned the said Ramcaunt Roy purchased with the joint monies and funds of himself and the said Juggomohun Roy and this Defendant, and for their joint benefit the Talooks called Govindpore and Rammesserpore in the Complainants Bill and hereinbefore respectively mentioned and that the said Ramcaunt Roy caused certain persons in the said Bill of Complaint of the said Govindpersaud Roy mentioned to execute Bills of sale thereof to this Defendant but in trust for, and for the benefit of himself the said Ramcaunt Roy and of the said Juggomohun Roy and of this Defendant jointly. And this Defendant further saith that the said Govindpersaud Roy did in his said Bill of Complaint further state that the said Talooks called Govindpore and Rammesserpore continued to be the joint property of the said Ramcaunt Roy Juggomohun Roy and this Defendant from the time of the purchase thereof until the time of the death of the said Ramcaunt Roy and that after the death of the said Ramcaunt Roy the said Juggomohun Roy and this Defendant became jointly lawfully entitled to the said Talooks. And that after the death of the said Juggomohun Roy he the said Govindpersaud Roy as the son and legal representative of the said Juggomohun Roy was lawfully entitled to a moiety of the said Talooks of Govindpore Rammesserpore together with other property in the said Bill of Complaint of the said Govindpersaud Roy particularly mentioned and of which the said Govindpersaud Roy among other things thereby prayed a partition and this Defendant further saith that he believes the said Bill of Complaint must have been filed by the said Govind Roy with the privity and knowledge of his Mother the Complainant in this Cause and that although the said Complainant from the being a female might

not have been informed of the particular nature or objects of the suit so commenced by her son the said Govindpersaud Roy yet this Defendant believes that the Complainant must have been informed that her said son was endeavouring to obtain from this Defendant a moiety or share of all the Landed property which this Defendant then possessed including the said Talooks called Govindpore and Rammesserpore and which the Complainant by her Bill untruly allege were sold to her by this Defendant in the year of Christ 1799. And this Defendant further answering saith he verily believes that at the time when the said Bill of Complaint of the said Govindpersaud Roy was filed against this Defendant as aforesaid the said Govindpersaud Roy had never heard from his mother the said Complainant that the pretended instruments in the Bill of Complaint set forth or any or either of them had at any time been executed by this Defendant to the said Complainant and this Defendant further saith that he duly appeared to the said Bill of Complaint of the said Govindpersaud Roy and Filed his answer to the same and did therein among other things state as the fact was and is that the said Juggomohun Roy and this Defendant had never been joined or reunited their interests after the Partition or allotment that had been made by their said father Ramcaunt Roy and that the said Talooks called Govindpore and Rammesserpore had been respectively purchased by this Defendant with his own proper and separately acquired monies and that the said Ramcaunt Roy and Juggomohun Roy or either of them had not been at any time or in any manner interested in the said Talooks or either of them and this Defendant further answering saith that such proceedings were afterwards had in the said Suit, that the same being at issue witnesses were examined on the part and behalf of the said Govindpersaud Roy as well as of this Defendant and that publication having passed the said cause was set down to be heard before this Honorable Court but that the said Govindpersaud Roy not having appeared at the hearing of the said Cause the said Bill of Complaint of the said Govindpersaud Roy was dismissed with costs as by the proceedings in the said last mentioned suit now remaining as of record in this Honorable Court will more fully appear. And this Defendant further saith he verily believes that the said Complainant hath commenced the present Suit with the privity and knowledge of her son the said Govindpersaud Roy and that the said Govindpersaud Roy having failed to establish the unjust claim which he preferred against this Defendant in the said other suit to recover the said Talooks hath instigated and persuaded the said Complainant prefer her Bill of Complaint against this Defendant upon the fabricated instruments therein set forth and this

Defendant verily believes that the information supplied by the answer of this Defendant to the Bill of the said Govindpersaud Roy respecting the purchase of the said Talooks hath enabled the fabricators of the said instruments to prepare the same. And this Defendant lastly submits to this Honorable Court as he is advised that were if the said Instruments in the said Bill of Complaint of the said Complainant respectively set forth had been executed by this Defendant but which this Defendant positively denies the remedy of the said Complainant ought to have been sought on the Plea Side of this Honorable Court in as much as the said Complainant hath not by her said Bill shown any sufficient matter of Equity to entitle her to the relief sought and prayed by the said Bill of Complaint. And this Defendant denies all and all manner of combination and confederacy wherewith he stands charged in and by the said Bill of Complaint without that, that there is any other matter or thing material or necessary for this Defendant to make answer unto and not herein and hereby well and sfficiently answered unto confessed or avoided traversed or denied is true all which matters and things this Defendant is ready to aver and prove as this Honorable Court shall direct and award and humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained.

(Sd) H. Compton
(Sd) Rammohun Roy

John Turner
Defdts. Solr.

This Answer was taken and the abovenamed Defendant Rammohun Roy was duly sworn to the truth thereof according to his faith this 3rd day of September 1821.

Before me
(Sd.) E. C. Macnaghten
(Sd.) V. A. Chater
Wit. to the Oath

(Sd) শ্রীরামজয় শর্ম্মণঃ সমক্ষং ।
এতদ্ধর্ম্মাধিকরণাধ্যক্ষস্য ।

The Defendant in addition to the ordinary mode of swearing for a Person of his Cast and condition held in his Hands at the time the Vedant.

(Sd) E. C. M.

136. Replication of Doorgah Daby. (Filed 27 September, 1821)

The Replication of Doorga Daby the Complainant to the Answer of Rammohun Roy the Defendant abovenamed.

This Repliant saving and reserving to herself all and all manner of advantage of exception to the manifold insufficiencies of the answer

of the said Defendant for Replication thereunto saith that she will aver and prove her said Bill to be true certain and sufficient in the law to be answered unto and that the said answer of the said Defendant is uncertain untrue and insufficient to be replied unto by this Repliant without that that any other matter or thing whatsoever in the said answer contained material or effectual in the law to be replied unto or herein not replied unto confessed or avoided traversed or denied is true all which matters and things this Repliant is and will be ready to aver and prove as this Honorable Court shall direct and humbly prays as in and by her said Bill she hath already prayed.

R. Howard (Sd.) G. Money.
Complts. Atty.

137. Rejoinder of Rammohun Roy. (Filed 19 October, 1821)

The Rejoinder of the Defendant Rammohun Roy to the Replication of Doorga Daby the Complainant.

The said Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception to the uncertainty and insufficiency of the said Replication says that this Defendants said Answer is certain true and sufficient in the law to be replied unto and he also says as in and by his said Answer he has already said and doth and will aver and maintain all and every thing and things therein to be true and certain in such manner and form as they and every of them are therein alledged and Expressed.

John Turner (Sd.) H. Compton.
Defdts. Atty.

138. Court's order for the dismissal of the Bill of complaint for want of prosecution. (2 November, 1821)

George the Fourth by the Grace of God of United Kingdom of Great Britain and Ireland King Defender of the Faith and so forth.

Fourth Term 1821.

Doorga Daby Against Rammohun Roy } Upon reading two several Certificates of the Sworn Clerk a Certificate of the Registrar and a Certificate of the Examiner of this Court all filed this day It is Ordered that the Bill of Complaint of the Complainant in this cause

be dismissed wih costs for want of Prosecution unless the said Complainant upon Notice of this Order to be given to his Attorney shall on Thursday next the eighth day of November instant shew cause to the contrary Upon the Motion of Mr. Compton advocate of the said Defendant.

WITNESS Sir Edward Hyde East Knight Chief Justice at Fort William aforesaid the second day of November in the year of our Lord one thousand eight hundred and twenty one.

(Sd) D. Heming
Regr.

Turner Atty.

Examiner's Certificate:

Examiner's Office

Doorga Daby -vs- Rammohun Roy } I do hereby certify that no Interrogatories on behalf of the Complainant in this cause have been filed in my office—Given under my hand this second day of November one thousand eight hundred and twenty-one.

Turner
Defdts. Atty.

(Sd) T. Lewin
Examiner.

139. Order of the Court discharging the order nisi obtained by Rammohun Roy. (8 November, 1821)

George the Fourth by the Grace of God of United Kingdom of Great Britain and Ireland King Defender of the Faith and so forth.

Fourth Term 1821.

Doorga Daby Against Rammohun Roy } Upon reading on the part of the Defendant in this cause an order of this Court made in this cause on the second day of November instant and an affidavit of Bungseedhur Doss Sworn this eighth day of November one thousand eight hundred and twenty one and of the due service thereof both filed this day and upon reading on the part of the said Complainant office ccpies of the said Order of the said second day of November Instant and of two several Certificates of the Sworn Clerk and of a Certificate of the Registrar and of a Certificate of the Examiner of this Court all filed on the said second day of November instant and upon hearing what was alledged by the advocates on both sides and upon

the said Complainants hereby peremptorily undertaking to file her Interrogatories in Chief within a fortnight from this day It is Ordered that the said order obtained by the said Defendant on the second day of November instant be and the same is hereby discharged with costs. Upon the motion of Mr. Compton advocate for the said Defendant and of Mr. Money advocate for the said Complainant.

WITNESS Sir Edward Hyde East Knight Chief Justice at Fort William aforesaid the eighth day of November in the year of our Lord one thousand eight hundred and twenty one.

Turner Atty.
Howard Atty.

(Sd) D. Heming
Regr.

Affidavit:

Muddunmohun Doss of Mirzapore in the Town of Calcutta a writer in the service of Mr. John Turner Attorney for the Defendant in this Cause maketh oath and saith that he this Deponent did on the First day of December instant serve Mr. Robert Howard Attorney for the Complainant in this Cause with the Order nisi hereunto annexed and marked with the Letter A by delivering to and leaving a True copy thereof with Shibchunder Day a writer in the service of the said Robert Howard at his office in Calcutta aforesaid and at the same time shewing him the said Shibchunder Day the said original Order under the seal of this Honorable Court.

Muddenmohun Doss

Sworn this 4th day
of December, 1821.
Before me
(Sd.) A. Buller.

140. Final order of the Court for dismissal of the Bill of complaint for want of prosecution. (30 November, 1821)

Exhibit A referred to in the annexed Affidavit of Muddenmohun Doss sworn this 4th day of December 1821 before me

(Sd.) A. B.

George the Fourth by the grace of God of the United Kingdom of Great Britain and Ireland King Defender of the Faith and so forth.

Sittings after 4th Term 1821.

Doorgah Daby
Against
Rammohun Roy

Upon Reading an office copy of an order of this Court made in this Cause on the Eighth day of November instant a Certificate of the Examiner and two several Certificates of the Registrar of this Court all filed this day It is Ordered that the Bill of Complaint of the Complainant in this cause be dismissed with costs for want of prosecution unless the said Complainant upon notice of this Order to be given to her Attorney shall on Tuesday the fourth day of December next shew cause to the contrary Upon the motion of Mr. Compton advocate for the said Defendant.

Witness Sir Edward Hyde East Kt. Chief Justice at Fort William aforesaid the 30th day of November in the year of our Lord One thousand eight hundred and twenty one.

Turner
Atty.

(Sd.) D. Heming
Registrar.

DATES

Doorgah Daby
—vs—
Rammohun Roy

29 Sept.,	1820	...... Attorney Mr. Howard engaged by Doorgah Daby. Witness Govindpersaud Roy.
13 April,	1821	...... Bill of Complaint filed.
14 ,,	,,	...... Attorney Mr. J. Turner engaged by Rammohun Roy.
16 ,,	,,	...... Rammohun Roy enters appearance.
11 May	,,	...... Rammohun Roy petitions for a week's further time to file his Answer.
21 ,,	,,	...... Doorgah Daby petitions Court to issue a Writ of Attachment against Rammohun Roy for failing to file his Answer within time: Prayer granted: Writ issued.
7 June	,,	...... Rammohun Roy petitions Court that his contempt (of Court) having been cleared a month's further time be given him to file his Answer: With complainant's consent.
7 July	,,	...... Rammohun Roy having failed again to file his Answer within time Writ of Attachment issued against him.
5 September	,,	...... Rammohun Roy files his Answer
13 ,, ,,	,,	...... Doorgah Daby petitions for time to file Replication: Prayer granted.
2 November	,,	...... Court orders dismissal of Complainant's Bill of Complaint for want of prosecution.
28 ,, ,,	,,	...... Examiner certifies that no Interrogatories were filed by Doorgah Daby.
30 ,, ,,	,,	...... Registrar certifies that no further time was obtained by Doorgah Daby since 23 November.
,, ,, ,,	,,	...... Complainant's Bill of Complaint dismissed finally for want of prosecution.

CASES AGAINST RAMMOHUN ROY IN THE SUDDER DEWANNY ADAWLUT

141. Proceedings of the chief Civil Court (Sadar Adalati Dewani) under the sitting Judge Mr. Robert Halden Ratri, dated the 10th November 1830, corresponding to 26th Kartik 1237 Bengale and 10th Aghan 1238 Fasli, Wednesday.

Maharaja Tejchund......Appellant

No. 3004. -vs-

Rammohun Ray &
Govindpersaud Roy. Respondents

Munshi Haider Ali, one of the pleaders for the appellant was present. The respondents, in spite of summons and notices issued to them, were not present either personally or through their pleaders. So, in their absence, the case was taken up on the 8th of the present month and the scheduled papers of the Provincial Court from Nos. 1 to 22 were read, when the day being at its close, the case was adjourned. To-day, again, the hearing being resumed, the remaining papers of the Provincial Court including the decision therein and the petition embodying reasons and a reply to that etc., all the papers of that Court came up for consideration. On perusal of all the papers and due regard having been paid to all the facts and circumstances of the case it appears that the present suit was instituted by the appellant on the 16th June, 1823, corresponding to 1230 B. S., after a lapse of a period of twenty-four years from the date of the kistibandi executed by Ram Kanta Roy, the ancestor of the respondents, on which is baised the claim of the appellant. On this ground it is clear that the suit is time-barred; and on the same consideration, the claim of the appellant is by no means cognizable in this court. If the statement of Hari Prashad, witness, be accepted as true that Juggomohun Roy had agreed to be liable for the money mentioned in the Kistibandi up to the year 1216 B. S. and promised the payment in his life time, yet the claim of the appellant is in no way tenable according to the existing law : because (a) from the beginning of 1216 to 1230 B. S., the dates mentioned in the plaint, a period of 14 years had already elapsed, and (b) the plea made by the appellant that Juggomohun Roy had agreed to pay the money on demand in his life tme, and after his death his son Govindpersaud Roy, one of the respondents, agreed to do the same up to the year 1226 B. S., when he was in service in the Collectorate of Burdwan, has not been substantiated from the relevant papers. The case is therefore disbelieved. Moreover, the question of time-bar was also taken

For the original Persian records see Appendix. These records are preserved in the old Records Dept. of the Calcutta High Court (Appellate Side).

into account in considering the case. Considering these circumstances, no sufficient reason is found to alter the dicision of the lower court. It is, therefore, ordered that the decision of the Provincial Court, Calcutta, dated the 14th July 1827, be upheld and the appeal dismissed; the costs of both the courts and fees of the pleaders for the appellant for conducting the case in this court shall be borne by the appellant. As no work of Munshi Muhammad Panah, deceased, pleader for the appellant, is observed, no fee shall be paid to his heirs.

The text of the judgment in full is as follows:—

The appellant had previously filed a case in the Provincial Court, Calcutta, on the 16th June 1823, against Rammohun Roy and Govindpersaud Roy, heirs to Ram Kanta Ray, deceased, claiming a sum of Rs. 12,624 and cowries 2 on account of arrears of land-revenue, including a penal interest, in all Rs. 25,248 ganda 1 and cowries 2. The petition of plaint states that "Ram Kanta Roy, an inhabitant of Radhanagur, Pargana Bhorsut, father and grandfather respectively of the defendants, had taken in farm (ijara) most of the mahals of my zemindary. On account of falling in arrears of land-revenue of a mahal in the pargana Khondghosh, one of the mahals under lease, he executed a Kistibandi bond for a sum of Rs. 12,624 and (2) cowries, engaging to pay off the amount on or before the 15th of Aswin 1207 B. S. The bond was countersigned by Mr. Thomas, Judge of the Burdwan District. But before he could pay the amount he died. Now the debt, with principal and interest, has amounted to Rs. 25,248 ganda 1 and cowries 2. Although Rammohun Roy and Govindpersaud Roy, heirs to the Roy deceased, are the owners and in possession of all the effects left by the said Roy, by right of inheritance, they have cunningly evaded the payment of my legal dues; hence my prayer and craving for justice."

Rammohun Roy, one of the defendants, declared the claim of the plaintiff a piece of fraud and absolutely false, and denied to have any knowledge of the existence or contrary of the Kistibandi bond; so the question of validity or non-validity of his confession does not arise. If in reality, the plaintiff had any dues from his father on account of arrears of land-revenue, he should have demanded it from him,who was a respectable and well-to-do man, and not from the defendant, who had no connexion with the property left by his father, since he (the defendant) had during the latter's life-time separated from him and the rest of the family in consequence of his altered habits of life and change of opinions and been living independently on his own earning. Thus the claim of the plaintiff can never turn down on the defendant. If the version of the plaintiff be admitted to be true, he (the father of the defendant)

after executing the Kistibandi bond in 1206 for the term of one year and two months, was alive for more than four years, during which time the plaintiff was silent and never made any demand. Now as this case has been filed after the lapse of 23 years, it is untenable according to the provision of sec. 4 of Reg. 3 of 1793, and is not worth hearing in any way. Moreover, the plaintiff has stated that on account of (a) his sense of civility, (b) the death of his (defendant's) father after the lapse of 3 or 4 years from the time when the deed of Kistibandi was executed, (c) the presence of his (defendant's) brother Juggomohun Roy with the plaintiff as a candidate (ummedwar), and (d) his (defendant's) absence from this country, the filing of this case has so long been held back. In reply to these the defendant said : "(a) my father died 13 years ago in 1218, (b) the candidature of my brother was no bar to the plaintiff, who was a wise and aged man, from urging his demand on him; (c) I did not live concealed in a country outside the jurisdiction of the Company Bahadur, that the plaintiff had no information of my whereabouts, but I resided at a short distance, in the districts of Ramgarh, Bhagalpur and Rangpur within the jurisdiction of the Company for recreation and recoupment of my health, and I have been residing in this town for the last nine years. Besides, I have a dwelling house in the district of Hugli and a considerable amount of my property lies within the collectorship of Burdwan; and putteney talooks of high jummas within the plaintiff's own zemindary, as well as in the town of Calcutta. With a knowledge of all this property the plaintiff never made a demand of the money mentioned in the Kistibandi bond from me. That the plaintiff's intention in making such an unfounded claim is nothing but to harass me can be easily imagined. Moreover, the underlying motive of the plaintiff in instituting this suit could be nothing but this that my nephew (sister's son) Baboo Gooroodoss Mookerjee held the office of Dewan in the service of Maharajah Pratap Chund, the son of the plaintiff, and after the death of the maharaja acted as vakeel on behalf of the ranees, the wives of the maharaja, against the plaintiff in a case in the court. For this reason, and with a view of avenging his malice and animosity the plaintiff, on the belief that the said Mookerjee had gone over to his opponent at my instance, has brought in this case demanding a heavy sum of money, in order to ruin and bring me down on my knees, without caring for the expenses that will be incurred in this court, and being puffed up with pelf and pride."

The reply of the plaintiff is a confirmation of his plaint, with this addition, that the father of the defendant was one of the excellent

lease-holders of his zemindary; that on account of constant association, he (the plaintiff) had a particular attachment to him in preference to other people; that on the amount of the kistibandi being demanded, he used to excuse himself from payment by pleading his want of means; that after his death, the money was successively demanded from Juggomohun Roy, his eldest son, and on the latter's death, from his son Govindpersaud Roy; but they both eluded payment; that the defendant, an ungrateful man, has brushed away from his mind all the obligations and favours shown to him and determined to cause a loss to his (plaintiff's) legal dues. The defendant had brought forth Reg. 3 of 1793 for preventing his petition being heard of, while he has not aware that Reg. 2 of 1805, providing a period of 60 years for the recognition of claims, existed.

The defendant, in his rejoinder, confirms all that he stated in his answer, and adds, that if a son succeeds to his father's estate, by virtue of such succession he makes himself responsible for all his debts; but in case of a son separating himself from his father during his lifetime, and by his own exertion acquiring property unconnected with his father, and after his father's death inheriting no portion of his father's property, both the shastur laws and the established usage and custom of the country do not hold him ameliable for his father's debts.

Govindpersaud Roy, defendant, in spite of summons being issued to him, did not appear either personally or through his pleader.

At the time of hearing the case on the 14th July, 1827, Mr. William Braddon, the fifth Judge of the Provincial Court, after going through all the papers and paying due consideration to all the facts and circumstances came to the finding that the case of the plaintiff was based on three points, viz., (a) writing down a kistibandi bond for Rs. 12,624 and cowries 3 on the 1st of Asarh 1206 B.S. by Ram Kanta Roy, father of Rammohun Roy and grandfather of Govindpersaud Roy, the defendants, in favour of the plaintiff; (b) non-payment of the money, in spite of repeated demands, by Juggomohun Roy, one of the sons of Ram Kanta Roy deceased, and after his death by Govindpersaud Roy, the latter's son; and (c) if it was legally binding on Rammohun Roy and Govindpersaud Roy, who are in possession of the property left by Ram Kanta Roy by right of inheritance, to pay to the plaintiff the amount of money mentioned in the kistibandi bond for which this case has been instituted.

Rammohun Roy, the defendant, in his reply denied to have any knowledge of writing down of the kistibandi bond, and argued, among

other things, that he lived apart and separate from his father before the deed was executed.

Although the plaintiff has no documentary evidence in respect of executing the kistibandi bond by Ram Kanta Roy, deceased, in his favour, yet he (plaintiff) in his reply has made no mention of ever making any demand for the money in the kistibandi from the Roy deceased, who was alive for three years after the execution of the bond, either during his life-time or on the expiry of the time-limit mentioned in the deed. Moreover, in their depositions none of the witnesses for the plaintiff has mentioned about the demand for the money in the kistibandi so long as the late Roy lived. It has come out from the deposition of Gorachund Mullik, witness for the plaintiff, that it is the standing custom in the zemindary office of the plaintiff to retain the deed of kistibandi executed by any one in favour of the plaintiff in his zemindary office even after the money had been paid. In lieu of that a receipt or a written release bearing the stamp of the plaintiff is granted to the executors of the kistibandi. In the face of this fact, it is doubtful if the money mentioned in the kistibandi bond has not been paid in the life-time of the Roy deceased to the plaintiff. The plaintiff in his rejoinder has stated to have made repeated demands for the money in the kistibandi from Juggomohun Roy, and after his death from his son Govindpersaud Roy, who is alleged to have promised the payment by instalments. Hari Pershad Roy, a witness for the plaintiff, has deposed in support of the statement that the above mentioned persons promised the payment by instalments. Kishun Mohun Roy, witness, has expressed that Juggomohun Roy agreed to pay on demand the money stipulated in the kistibandi bond. But the depositions of all these witnesses do not appear to be reliable, because it is beyond imagination that any one would agree to pay the debt of his father or grand-father after their death, still more after the lapse of a long period. Nevertheless, if the fact be granted to be true, it is difficult to pass orders for payment of such a large amount by the Court on the ground of sheer verbal acquiescence. The plaintiff's excuse that Rammohun Roy, the defendant, was always on tour is untenable; because taking the fact to be so, the plaintiff had the option to bring in a suit against the heirs and owners of the property left by the Roy deceased. What was the reason of his remaining silent for 23 years? The plaintiff claims for the principal sum together with its interest; but as no mention of interest is made in the kistibandi bond, and as it has not been proved either from papers or from the deposition of any of the plaintiff's witnesses that the original money in the

kistibandi bond has ever been demanded from Rammohun Roy, how can the claim of interest on it stand? If the deposition of Hari Pershad and Kishun Mohun, witnesses for the plaintiff, in respect of the demand for the money mentioned in the kistibundi in 1212 or between 1211 and 1216 B.S. from Juggomohun Roy, and the latter's promise to pay the sum, be admitted to be true, yet the claim of the plaintiff is not worth hearing in the Court according to the standing law; for, the duration of time from the beginning of 1216 to the end of 1230, when the petition was first filed, had exceeded the period of 12 years. In this circumstance the plaintiff's petition cannot be entertained in the Court according to the provision of sec. 4 of Reg. 3 of 1793. On these grounds the learned judge passed the verdict that the suit be dismissed and the plaintiff shall bear all the costs of the Court.

The appellant being dissatisfied with the decision of the Provincial Court at Calcutta has filed under the same number an appeal in this Court. At present Munshi Hyder Ali, one of the pleaders for the appellant, is present; while the respondents, in spite of summons and notices issued to them, have not hitherto appeared either personally or through their pleaders. Thus, in their absence, the case was taken up on the 8th of the present month and the papers of the Provincial Court from Nos. 1 to 22 were read, when the day being at its close, further hearing of the case was adjourned. To-day, again, the case is resumed; the remaining papers of the Provincial Court, including the decision therein and the petition embodying reasons and reply to that etc., all the relevant papers of that Court, came up for consideration. On going through all the papers and due regard having been paid to all the facts and circumstances of the case, it appears that the suit was filed by the appellant on the 16th June 1823, corresponding to 1230 B.S., after a lapse of a period of 24 years from the date of the execution of the kistibandi bond by Ram Kanta Roy, the ancestor of the respondents, on which the appellant's claim is based. For this reason the institution of this suit is time-barred, and also on that ground the claim of the appellant is by no means worth hearing in this Court.

Supposing the deposition of Hari Pershad, witness, to be true that Juggomohun Roy had agreed to be responsible for the money mentioned in the kistibandi bond up to the year 1216 and promised the payment in his life-time, yet the claim of the appellant is not tenable in any way by virtue of the existing law; because (a) from the beginning of 1216 to the end of 1230 B.S., the dates mentioned in the plaint, a term of 14 years had already elapsed; and (b) the excuse made by the

appellant that Juggomohun Roy had agreed to pay the money on demand in his life-time, and after his death his son Govindpersaud Roy, one of the respondents, did the same up to the year 1226 B.S., when the latter was in service in the collectorate of Burdwan, has not been proved from the papers filed. Under the circumstances the case is disbelieved. On the other hand it is a pretence to do away with the question of time-bar and to obtain a hearing of this case.

Considering these facts and circumstances no sufficient reason is found to reverse the decision of the lower Court. It is, therefore, ordered that the decision of the Provincial Court, Calcutta, dated the 14th July 1827, be upheld and the appeal of the appellant dismissed. The costs shall be borne by the appellant, and the fees of the pleaders for conducting this case be paid by him. As no work of Munshi Muhammad Panah, deceased, has been observed, no remuneration shall be given to his heirs.

Expenditure on behalf of the appellant Rs. 1438-0-0

Details :

1.	Cost of stamp for the petition of appeal on Rs. 25,248-0-0 (vide Act I of 1814)	Rs.	750-0-0
2.	Fees of Munshis Hasan Ali and Hyder Ali, pleaders, on the above sum	Rs.	612-8-0
3.	Cost of stamp on a vakalut-nama	Rs.	2-0-0
4.	Cost of stamp for reply	Rs.	8-0-0
5.	Cost for a list of documents	Rs.	2-0-0
6.	Cost for the decree to be paid by both the parties	Rs.	64-0-0
	Total ...	Rs.	1438-8-0
	Paid ...	Rs.	1374-8-0
	Balance	Rs.	64-0-0

N.B.—The texts of the proceedings and judgment in the two other cases (Nos. 3005 & 3006) instituted by Maharaja Tejchund against Rammohun Roy are almost identical with those of the above one, the amounts of claim only being different for different other talooks. In case No. 3005 the plaintiff's claim was for Rs. 56,807-14-12 (for principal and interest) and costs Rs. 1940/-, while in case No. 3006 the claim was for Rs. 15,200 (for principal and interest) and costs Rs. 1018/- only.

PART THREE

PROCEEDINGS AGAINST RADHAPERSAUD ROY, SON OF RAMMOHUN ROY

142. Letter from the Collector of Burdwan (Mr. Elliot) to the Board of Revenue recommending the appointment of Debnarain Bose to the post of Head Sheristadar of the Burdwan Collectorship. (10 May, 1821)

Sir,

With reference to my letter dated the 19th September last communicating the resignation of the Head Sheristadar of this office and to the Boards orders in reply dated the 22nd of the same month I beg leave to recommend Debnarain Bose the Naib Sheristadar to succeed to the vacant situation. Debnarain Bose has been 23 years in his present situation and has been 32 years in this office which he entered in the year 1796.*

Board's Order:

Ordered that the Collector of Burdwan be informed the Board authorize the proposed appointment.

143. Letter from the Secretary to Government to the Judge & Magistrate of Burdwan asking to administer oath to Mr. Digby. (1 February, 1822)

To

J. R. Hutchinson Esqre.

Judge & Magistrate of Burdwan.

Sir,

I am directed by the Governor General in Council to request that you will administer the Oath prescribed by Act of Parliament to Mr. John Digby, who has this day been appointed Collector of Burdwan.†

144. Mr. Digby's letter to the Board intimating of his having nominated Shibnarain Roy to the post of Treasurer of the Burdwan Collectorship. (3 September, 1822)

Sir,

With reference to the Orders of the Board of Revenue contained in your letter under date the 5th July last I beg leave to report for the information of the Board that I have dismissed the former Treasurer Davypersaud Sircar in conformity to the orders above alluded to and nominated as an acting successor Sibnarain Roy a man of very respectable character and family modest and gentlemanly in his manners and appearance he offers his Father as one Security by name Rajeeblochun Roy an Inhabitant of Jarrah, the proprietor of Lot Berrabarryah in Pergunnah Chunderconah under the annual assessment for Sicca Rupees

* Board of Revenue, Procgs. 15 May, 1821, No. 3.

† Records of the Burdwan Collectorate (Jud), 1822, No. 81.

10, 316. 3. 16. and Lot Gopaulnagur in Pergunnah Jehanabad the Sudder Jumma of which Sicca Rupees 2,735. 5.9.3. these lots he has proposed to be kept under a deposit of a Security Bond according to the new form prescribed by the Board, moreover he offers another Security to be given if required.

Para 2d. I have not as yet regularly examined the Security Bond which he offers, for I consider it my duty to make known to the Board the character and proposal of the new Treasurer, prior to any further enquiry.*

145. Board's reply to the above letter. (20 September, 1822)

Sir,

I am directed to acknowledge the receipt of your letter dated the 3d Instant and to acquaint you in reply that the qualifications of modest and gentlemanlike appearance and manners are not the circumstances which usually direct a Collector's judgment in the choice of a person capable of discharging the very important and responsible duties of Treasurer.

2d. It would have been therefore more satisfactory to the Board if you had acquainted them that you had previously ascertained his possession of the more essential requisites of knowledge, integrity and experience in business, and if you had furnished them with more specific information relative to the responsibility of the Securities whom he has tendered.

3d. These are points on which it is indispensibly necessary that the Board should possess the most exact intelligence, and they accordingly desire that you will report the nature of the proposed Treasurers past employments the character which he has maintained in them, and also your opinion, after deligent enquiry with respect to the adequacy of the Securities whose names he has specified.†

146. Mr. Digby's letter to the Board stating reasons for his refusing to give acquittance to Davypersaud Sircar, the late Treasurer of Burdwan Collectorship, (18 October, 1822)

Sir,

In continuation of my letter of the 8th Instant I have the honour to send you for the consideration of the Board a statement assigning reasons for refusing to give an acquittance to the late Treasurer as the Board required an immediate reply to their letter of the 1st Instant I was

* Board of Revenue, Procgs. 20 September, 1822, No. 5.

† Board of Revenue, Procgs. 20 September, 1822, No. 6.

unable to give full information on the subject which I hope will be afforded to them by the following explanation.

2. The statement will shew that the sum total of money found in my Treasury on the 13th August 1822 (the day in which I dismissed the late Treasurer from his office) amounted to Rupees 2,51,409. 8. in cash and Bank Notes while the actual cash balance of the Treasury up to that day was stated to amount to Rupees 253114. 9. 8.

3. The Khajanchee when called upon to make good the above mentioned deficiency of Sa. Rs. 1705. 1. 8. replied that many native officers attached to this establishment to whom he said he lent from his own cash of about Sicca Rupees 3900 in advance of their respective salaries and wished me to allow him credit for that sum in the public accounts on my examining with these individuals whom the Khajanchee said he had lent many of them denied of their having received any advance and some of them agreed.

4. Being of opinion that no advance or loan of money by a Khajanchee without special authority could be at all justifiable I demanded of him the deficiency but without effect, I shall now proceed for the recovery of that sum according to the instructions that the Board may be pleased to furnish me with.

5. When I counted in person the money in my Treasury from the hands of the late Khajanchee I found there 35 counterfeit Rupees kept in the room and consequently questioned him respecting this irregular and suspicious circumstance. His reply was that the Pootdar of the Rajah of Burdwan had inadvertently kept them in the Treasury.

6. In examining his accounts for the last years I found that in several instances he had charged Government with different sums on account of salaries attached to the situations under this Collectorship which were actually vacant during those particular periods of time of which they were debited I therefore beg to send the accompanying statement of the instances above alluded to for the orders of the Board.

7. On my further examining the account of the establishment as also appeared me that some individual have not as yet received their salaries which have been charged in the Treasury accounts and that the sum due to them Rs. 618 had not been discharged by the late Treasurer.

8. In consideration of his misfortune I have adopted very mild measures for the recovery of the above sums from the late Treasurer and I feel much surprised at his complaints to the Board of my treatment of him I really regret that I am compelled to bring to the notice of the Board his mean and malignant conduct.

9. Upon my being ordered by the Board to remove him from his office the Khajanchee entreated that I would employ his nephew in his room to defend the object of his enemy who had prosecuted him in the Court I expressed to him my entire aversion to practice deception upon the Board, and nominated Sibnarain Roy in his room, the eldest son of Rajiblochun Roy one of the natives of the first respectability in Burdwan in credit wealth and landed property whom I know personally during my former residence in India.

10. Disappointed in his expectation and disposed to attribute the nomination of Shebnarain Roy to the interest and exertions of Radapersaud Roy my Sheristadar (he being distantly connected by marriage to Sheebnarain Roy) the late Khajanchee engaged himself in the employ of the Rajah of Burdwan and having conspired with Debnauth Bose my head sheristadar a man of some influence a notorious writer anonymous letters intended to calumniate and injury Radapersad Roy on account of my not recommending to the Board to appoint his nephew to succeed him.

11. Immediately after his dismissal of the late Treasurer the Darogah of stamp papers his brother in law gave information to the Magistrate of this district accusing Radapersad Roy of having received a bribe of Sa. Rs. 373 from the mofussil venders of stamps a case which is on trial in the Court—Bhoyrub Chund Sircar the nephew of the Khajanchee preferred to the Magistrate a complaint stating that Radapersaud Roy said to him that he should not have an amulnamah or power of possession of the Khundgose chackran lands unless he would give him a bribe of fifty Rupees—The Board perhaps may recollect their having set aside the lease of the above mentioned estate and that of several others in your letter of the 10th Instant.

12. Rammohun Chattoorjea a Mocktar of the Khajanchee brought another complaint before the Judge accusing Radapersaud Roy of having demanded a bribe of 25 Rupees of him.

13. I will however furnish the Board with a detailed account and original papers of these suits as soon as their trial is completed, that the Board may be able to form an idea of the conspiracy which they have carrying on for some time been at the station.

14. Some natives have offered to point out and prove the author of certain anonymous letters sent during several months past by natives from this district and from Hooghly to one of the Editors of the Calcutta newspapers and to some public officers of Government filled with the greatest and most abusive language against me and the foulest charges

against Radapersaud Roy. But I have deemed it expedient to treat the conduct such vile worthless people with contempt and disdain.

15. Before I conclude this letter I take upon myself to assure the Board that the nomination of Shibnarain Roy to the situation of acting Khajanchee was owing to the good opinion I have entertained of his father and not to the influence of any native or European acquaintance.*

147. Mr. Digby's letter to the Board intimating of his having nominated Govindpersaud Roy to the post of Abkaree Teshildar of the Burdwan Collectorship. (16 November, 1822)

Sir,

I have the honour to enclose a copy of the resignation given in by Manik Chunder Chukerbutty Tusheeldar of the Abkaree Mehal and to solicit you to inform the Board of my having nominated to his situation Govindpersaud Roy who has been given to understand that if through his exertions the revenue of Abkaree should be considerably increased during the present year he shall be entitled to confirmation in his office. Dwarkanauth Takoor who is possessed of considerable landed property has offered himself as his security during the period of his officiating as Tuhseeldar of the Abkaree Department.

I shall report to the Board his (Govindpersaud's) qualifications and every circumstance relating to the estate of his security, if his conduct should prove satisfactory to me.†

148. Board's reply to the above letter. (3 December, 1822)

Sir,

I am directed to acknowledge the receipt of your letter dated the 16th Ultimo, together with its enclosure, and to acquaint you in reply that under the circumstances which you have stated, the Board approve the temporary appointment of Govindpershaud Roy to the office of Abkaree Tehsildar, but they remark that you were not at liberty to hold out to him,on the condition which you have specified, the promise of confirmation, because the fulfilment of it is not within your competency the authority of confirmation resting completely with the Board‡

* Records of the Burdwan Collectorate, Vol. 126, No. 43.

† Board of Revenue, Mis. 3 December, 1822, No. 17.

‡ Board of Revenue, Procgs. 3 December, 1822, No. 18.

149. Mr. Digby's letter to the Board re: the nomination of Shibnarain Roy. (26 December, 1822)

Sir,

I have to acknowledge the receipt of your letter of the 20th September last and am sorry to observe that my letter of the 3rd September last fell short of furnishing the Board with requisite information.

2d. I intended to postpone my report of the nomination of Sheebnarain Roy to the situation vacated by the late Treasurer until I was satisfied with his qualifications and the particulars of the Estate of his Security; but as the Board seemed desirous to know the result of their order of the 5th July last I hastily apprized them of the removal of the late Khazanchee according to their orders and of the nomination of Sheebnarain, stating such outward qualities as appeared to me recommendatory of him.

3d. I now beg leave to inform the Board after a fair trial of five months that Sheebnarain Roy is possessed of a correct knowledge of the Bengallee language and its arithmetic, as well as a tolerably good knowledge of Persian. He is deligent in the discharge of his duty and I am well satisfied with his constant attendance and honest conduct as well as with the prompt performance of the duties of his office.

4th. He is the eldest son of Rajib Lochun Roy, a native of respectability and considerable wealth in Burdwan who being old himself committed to his son the management of his large estate in this district and for a period of 3 years he was the sole manager of its Sudder and Mofussil business. His father has had such confidence in his abilities and integrity that he has pledged to Government all his property both real and personal as surety for the good conduct of his son; a correct list of his landed property I have the honour to transmit, and I hope in consideration of these circumstances the Board will be pleased to confirm him in his appointment.

A recommendation of Sheebnarain Roy made out in the form, directed in the Circular Orders of the 28th August 1819, is herewith transmitted.*

150. Board's reply to the above letter. (14 January, 1823)

Sir,

I am directed to acknowledge the receipt of your letter dated the 26th Ultimo together with its several enclosures.

* Board of Revenue, Procgs. 14 January, 1823, No. 4.

2d. It would have been more satisfactory to the Board if you had selected for the very arduous and important office of Treasurer in the district under your charge, a person who, in addition to the other qualities which are represented as belonging to the individual whom you have recommended, should possess the advantage of previous employment in the public service, and combine with the titles to confidence which you have enumerated the mature experience which such a course of antecedent service would necessarily have communicated.

3d. The age too of Sheebnarain Roy not exceeding the short period of 25 years, affords no presumption of his possessing that extensive practical knowledge and intimate acquaintance with business which long habits of transacting it can alone supply and which the duties of such an office as that of Treasurer in the district of Burdwan appear indispensibly to require.

4th. Adverting besides to the considerable abuses which have recently been practised in the Treasury Department of other districts. The Board are naturally desirous of observing the utmost caution in confirming the future selection of officers destined to controul the administration of duties by which the pecuniary interests of Government are liable to be so much affected.

5th. The considerations above stated induce the Board to question the propriety of the choice which you have made in recommending so young and apparently unexperienced a person as Sheebnarain Roy for the performance of duties of such magnitude and they are accordingly of opinion that you should endeavour to select for the vacant office a person less liable to this objection, and therefore better qualified to undertake, and satisfactorily to fulfil, the trust which it involves.*

151. Mr. Digby's letter to the Board re: the petition of one Shunnuck Loll Tewary. with Board's order. (7 June, 1823)

Sir,

On receipt of the Boards letter of the 3rd Instant on the subject of a petition presented by a person named Shunnuck loll Tewary I thought proper immediately to examine in person the whole of the Treasure under my immediate charge and therefore proceeded to the Treasury room and required from the seahnowees and the Treasurer a memorandum of the actual cash balance in the Treasury yesterday the 6th Instant.

* Board of Revenue, Procgs. 14 January, 1823, No. 5.

The Account required by me was delivered by the Treasurer and the Seahnowees with their attestation.

Account.

Cash	... 68809. 7. 10.		
Bank Notes ...	... 84210.		
Short Weight			
Rupees 24 valued ...	... 22. 3. 10.		
Copper coins ...	... 2935.		
Cowries ...	... 3. 2.	155976. 11. 3. 2.	
Deficiency due from the late Treasurer	...	411. 2.	
	Total ...	156387. 13. 3. 2.	

having compared the memorandum with the daily cash book in my office and having counted and examined this cash in person, I lose no time in transmitting to you a copy of my account together with a persian proceeding held by me on this subject with the several accompanying documents for the inspection of the Board.*

P. S. A full and satisfactory answer to every charge stated in the Petition shall be shortly transmitted.

Board's Order:

Ordered that the Collector of Burdwan be informed that the Board trust he adverts to the tenor of the order passed on the Petition of Shannuck Loll.

152. Mr. Digby's further letter to the Board re: the petition of Shunnuck Loll Tewary. (13 June, 1823)

Sir,

In continuation of my letter of the 7th Instant, I have the honor to inform you for the information of the Board, that on the day subsequent to that on which I counted all the cash in the Treasury, I commenced counting all the stamp papers; in which business I was occupied for many hours during these successive days, and found their amount and value, as stated in the accompanying list, which also corresponds with the stamp account brought up to the 9th Instant.

I shall most particularly enquire into the truth, or falsehood, alledged in the Durkhast of Sunnuck Loll Tewary, and will, without loss of time, inform the Board of the result.†

P. S. Copy of a persian proceeding held by me on this subject is herewith transmitted.

* Board of Revenue, Procgs. 20 June, 1823, No. 4.

† Board of Revenue, Procgs. 4 July, 1823, No. 11.

153. Mr. Digby's letter to the Board re: the pitition presented to the Board by Debnarain Bose. With enclosures. (13 June, 1823).

Sir,

I have the honor to acknowledge the receipt of your letter of the 2d Ultimo accompanied by a copy of a Durkhast presented to the Board by Devanarayun Bose the head Serishtadar of my office.

In conformity with the orders of the Board I herewith send as per accompanying list, all the papers connected with the complaint brought against Devanarayun Bose by Rammohun Majoomdar for the perusal and consideration of the Board.

The following is an explanation of the circumstances on which Devanarayun has founded the charges contained in the above Durkhast.

I. In the first place he asserts that in the transaction of affairs as connected with this Collectorship I consult Radhapreshad Roy and other Omlah while he is neglected.

I. The reason of my total want of confidence in him is as follows.

1st. That when I first assumed the charge of this office there was a litigation between the Rajah of Burdwan and the Ranees respecting the possession of Gunga Munnohurpoor Talook which was in my record registered in the name of the Ranees; with the view of establishing the Rajah's claim to the Talook this very Sheristadar endeavoured to procure my signature as Collector to a receipt for 1275 Rupees offered to be paid on the part of the Rajah as the revenue of that Talook. But fortunately I had been warned of this intrigue by the friends of the Ranees and consequently refused to sign any receipt for Revenue from a person in whose name the estate was not registered in the record and returned the sum offered by the Rajah for the perusal of the Board I herewith send a copy of the chellan alluded to for Sa. Rs. 1275 containing the Persian phrase " "

written in the usual form by the head serishtadar himself.

2ndly. The Sheristadars nephew and his son-in-law are in the employ of the Rajah of Burdwan and consequently for the sake of their interest as well as his own he is constantly exercising his influence to forward the Rajah's views however illegal or unjust they may be such a connection with the Rajah is so suspicious that the Board have declared their opinion against it; since in one of their letters of the 2d March 1821 they determined that the late Khazanchee should not hold the situation of Treasurer if his son continued as Khazanchee in the service of the Rajah of Burdwan.

3rdly. Another instance of the collusion between the Rajah and the head Sheristadar is—The above Rammohun Mazoomdar used to attend my Cutcherry during the investigation of his complaint against the head Serishatadar and to my great surprize the head Serishtadar's son and nephew had him laid hold of in my presence in virtue of a writ of the Court issued to recover from the said complainants payment of a debt for which a decree had a considerable time ago been passed in favor of the Rajah.

4thly. Although a public officer of Government he farmed a Chakran estate for several years under a fictitious name as formerly reported by me to the Board.

II. In the second place the head Serishtadar asserts that Radhapersaud Roy my Seristadar sent a message to him through Moonshee Kubool Allee suggesting to him to resign his situation and promising that in that case the Head Serishtadar should receive a pension and his son be appointed also through Radapershads influence to the situation of serishtadar; and further that in case of the head Serishtadar's refusal Radapersaud threatened him through the said Moonshee to get his nephew and son dismissed from the Collector's office.

III. In the third place the Head Serishtadar asserts that Radhapersaud Roy influenced me to dismiss his nephew from his situation.

IV. In the fourth place the head Serishtadar asserts that through the influence of Radhapersaud Roy I made a report to the Board that he farmed a chakran land under a fictitious name, which report, he alleges, was rejected by the Board.

V. In the fifth place the head Serishtadar asserts that Radhapersaud Roy caused the before mentioned Rammohun Mujoomdar to bring this charge of bribery

II. I therefore submit to the notice of the Board the answer received from Moonshee Kubool Allee in reply to my Perwannah, which will clearly disprove the whole of this assertion, and I beg further to state that at the instance of the head Sheristadar the said Kubool Ullee was examined before the Judge of this District and then confirmed the correctness of his answer to my Perwannah and the falsity of the head Seristadars statement.

III. I dismissed Groodoss Bose because I considered him too young and otherwise not well qualified to undertake the responsibility of the situation.

IV. I therefore beg to refer the Board to my report of the 3d day of the month of May 1822 on this very subject, and to their answer to my report from which I hope the Board will decide whether or not the head Serishtadar actually farmed a Chakran land under the ficitiious name of Nittanund Sircar. And I take this opportunity of submitting to the Board in a letter accompanying, the information required in their answer which from the pressure of business I was unable to furnish before.

V. At the instance of the head Serishtadar himself Rammohun Mujoomdar was examined before the Magistrate, and denied that he was instigated in any manner by

against the head Serishtadar and that the said Radhapershad Roy drew up the proceedings of this case according to his own wishes.

Radapershad Roy. I held the proceedings of the case in the open Cutcherry and in presence of my Omlah, and notes and translations of the evidence were made by me at the time; but Radapershad Roy did not interfere in any manner whatever nor did he utter a syallable with respect to the Proceedings in this case.

VI. In the sixth place the head Serishtadar asserts that I did not receive his Answer to this complaint and would not hear any defence.

VI. Upon this complaint being made and the Deposition of the complainant taken, I called upon him to make a reply and the reply he made was a simple negative of the charge as will appear from my proceedings of the 7th April last and when the evidence of the witness was taken I always authorized him to cross examine them.—In fact I showed him much greater indulgence than he deserved, influenced by the hope that as such complaints are very common, this like many other charges of bribery might be proved to have no foundation.

VII. In the seventh and last place the head Serishtadar asserts that I pay no attention to the discharge of my duty as a Collector.

VII. I hope to be excused from entering into any particular vindication of my conduct in reply to insolence proceeding from such a quarter and beg leave to refer the Board generally to the evidence of official documents as to the manner in which the different duties attached to my situation have been performed and to the collection of revenue compared with that of this district in former years, and to the encrease of the Abkarry under my superintendence.

In conclusion, from the fraudulent attempt of the head Serishtadar to obtain my official sanction to a paper which might have been used as a pretence for taking an estate from the lawful possessors, his farming lands under a fictitious name, his constant connivance with the Rajah and other corrupt practices quite incompatible with his situation I can place no confidence whatever in him as a servant of Government acting under me; and his insolent defiance of my authority is no less unbecoming his office, than inconsistent with every idea of proper subordination. I therefore submit to the Board the necessity of ordering his immediate dismissal and of authorizing me to nominate another person in his place duly qualified for that situation.*

Enclos :

The 7th day of April 1823 corresponding 26th of Chaitra 1229.

Rammohun Mojoomdar son of Gopenauth Mojoomdar of Hargram in Mojufur Sahee Pergunnah, a Kaisto aged about thirty four years, being present took his oath by touching the water of Gunges, and swore to the following effect :—

Question.—State the particulars of the Petition you have presented.

Answer.—In the first place, in order to rent in my name a Chakran land appertaining to Hargram and other places and another belonging to Khund Gose &c. I presented a Petition in my and Govindpersaud Bisswas's name. This Govindpersad's cousin to Juggnut Mitra. The said Mittre assured me that an income of four hundred Rupees was to be gained from the Khund Gose &c. so that if I could put myself to a let the expence in order to rent the state I might receive an annual income of four hundred Rupees Upon this I called on Neelmohun Roy at Kanker and told him that I had learnt from Juggut Mitre, relation Govind Bisswas, that this last mentioned Chakran land produced an annual profit of four hundred Rupees requesting him if was acquainted with any one of the Amlah of the Collector's office to endeavour by means of some outlay to procure me the said farm in my name, to this Neelmohun Roy replied "If you could expend fifty or sixty Rupees I might procure you the said farm." No said I. I cannot give sixty for its produce exclusive of the Revenue paid for the

* Board of Revenue, O. C. 20 June, 1823, No. 7.

Company is only four hundred; but I could give you fifty rupees. "Well" returned he, "I shall try." Two days after the said Neelmohun Roy informed me that forty Rupees had at last been agreed upon, of which twenty five were to be then given and the rest, after the success of the undertaking; I inquired of him to whom the money was to be presented, and his answer was to Devnarayun Bose, the head Serishtadar of the Collector I told him that I must go home to get the money and accordingly coming home, I borrowed eleven Rupees and taking with me the Jewels of my wife viz. a Bankmul and a Madooly I pawned them in Jugut Podars shop at Burrobazar for twelve Rupees. Besides this I had one Rupee by me and another I borrowed from my neighbour Bhujon Mullick. I then brought the whole amount, which was twenty five rupees, to Neelmohun Roy and said the money is ready. Come with me to the Serishtadar and deliver it to him in my presence. Also tell me what conversation has passed between you Having arrived in company with him at the Serishtadars lodging, I requested him to make known my name, which was Rammohun Mujoomdar to the Serishtadar and to acquaint me with the purport of the conversation that had passed between them. After this Neelmohun Roy took me before the head Serishtadar and told him my name was Rammohun Mojoomdar. On this the Serishtadar said, he know me, and had been informed of every circumstances relative to me by the said Neelmohun Roy I possess no influence said he, to do you any further good, but that of approving your bid and then letting out the farm to you in your name and I hope you have been informed by Neelmohun Roy as to what you will have to give me "I have been told returned I that you have agreed to receive forty Rupees, twenty five now, and the remaining fifteen after the success of the work. I have now, agreeably to the said Roy's request, brought with me the sum of twenty five Rupees, may you be pleased to accept them."On this the head Serishtadar received from me the said sum. Afterwards my bid was approved at the auction, and I was ordered by the Collector

to produce a bail for appearance and also a security, and to get a sheet of stamped paper for writing an application. I then produced Goury Bhuttachargee Radhamohun Sing as sureties and coming to the Serishtadar informed him that I brought the sureties and stamped paper and desired, that he might report it to the Collector and have the sureties approved, but he refused to comply with my request, adding that I might give the notice myself which I afterwards did, but met with very little attention Everybody then advised me not to be in such a hurry, saying that since my bid had been approved at the auction, it would evidently be so by the Collector, and that I should be called for by the Collector, this induced me to go and remain at home for some time. At last however finding that I was not yet called for, I went over to Burdwan in the month of Aghrayan 1229 and enquired of Ramchunder Gungopadhya the Moojmil Nubish, what had become of the said farm the Gungooly answered that orders were received from the Board rejecting the farming out of the said land. Having heard this I went up to the Serishtadar and told him that I understood orders were received for rejecting the said farm being let out, and asked him what was to be done in such a case. I wanted him to return the money I had given him, to which he said "Nothing has yet come to an issue, wait for two or four days and in case we should not succeed by that time I shall return you the said sum of twenty five Rupees." Two or four days having elapsed I again went to the Serishtadar and asked him if he had not succeeded in procuring the farm to give back my money. He now began to dally and at length finding that I could not get back the money I made an application to the Judge but he in answer suggested to me to make the application to the Collector, as the authority of his Court did not extend to the question in hand I have therefore thus presented myself before you and made the application.

Question.—In what year and on what day of the month did you give to the said Head Serishtadar the said sum of twenty five Rupees.

Answer.—I gave to the head Serishtadar the sum of twenty five Rupees in the month of Ashra 1229, but on what day of the month I do not recollect.

Question.—At what time of the day and in what place did you bribe the Head Serishtadar with the sum of twenty five Rupees?

Answer.—I gave the sum of twenty five Rupees to the Head Serishtadar in his Boitakhana and at about 8 o'clock in the morning.

Question.—What persons were present at the time you gave him the said sum?

Answer.—The following persons were present there viz. Neelmohun Roy, Govind Chundra Bose son of the Head Serishtadar Ramtonnoo Shome and a neighbour of mine Bhujon Mullick.

(Signed) Rammohun Mujoomdar
of Hargram

A True Translation (Sd) J. Digby, Collector.

The 23rd day of April 1823 and 12th of Bysak 1230.

Ramtunoo Shome son of Ram Govind Shome residing at Barbeloon in Auzmutsy Pergunnah aged between 30 and 32 years, and Agoory and a tiller of the ground, took his oath before the Collector by touching the water of the Gunges to give his evidence on the part of Rammohun Mujoomdars prosecution and swore to the following purport:—

Question.—Do you know the plaintiff Rammohun Mujoomdar and the Defendant, Devanarain Bose, the head Serishtadar?

Answer.—Yes, I do know them.

Question.—Do you only know the Mojoomdar and Head Serishtadar or have you any concern with them?

Answer.—Yes I know them, but have no concern with them.

Question.—Are you aware that Rammohun Mojoomdar had made an application to the Hoojoor for the sum of twenty five rupees which, he said, he had given to Devanarain Bose, the Head serishtadar.

Answer.—I am well aware that he (Devanarain Bose) had taken the sum.

Question.—How do you know that.

Answer.—I had made an applicatiion for renting some Chakran land and as I hoped to obtain the assistance of Devanarain Bose, I used to call on him frequently. One day while I was sitting with him there came Rammohun

Mujoomdar, Bhujan Mullick and Neelmohun Roy. The Bose said to Neelmohun Roy "your words are far from being true" Neelmohun replied that he had not been able to procure the money before, but that now having done so, he was come to him with Rammohun Mojoomdar, whom the Bose declared to have known. Neelmohun asking what was to be done, Bose told him to see if the coast was clear to which Neelmohun returned that there was no other persons besides Rammohun Mujoomdar and Bhujon Mullick Bose said that he knew not Bhujon on which Rammohun told him that Bhujon was a friend of his so he had no reason to entertain any doubts respecting him. After this Rammohun took out the money from his cloth and gave it to Neelmohun who having counted the sum delivered the twenty five rupees to the Head Serishtadar, having received the money the Bose laid it on the bed to his right side. He then called his son Govindo Chundra Bose and entrusted the money to his care.

Question.—At what time did the plaintiff deliver the sum to Defendant?

Answer.—At about 8 o'clock in the morning.

Question.—In what place was the money given and was there any body else present at the time?

Answer.—In the Boses Boitakhana where, I Bejon Mullick Neel-Mohun Roy and Rammohun Mujoomdar were present, and there were three or four other persons sitting, who went away at our arrival.

Question.—After the Bose had received the money what did he do with it?

Answer.—He gave it to his son Govind Chundra.

Question.—What kind of bed was it?

Answer.—Over a mat was spread a carpet and on that lay the musnud upon which the Bose was seated.

Question.—In what room and in what sort of a bed were you Neelmohun and the defendant seated?

Answer.—We were sitting on the carpet I sat on the west side facing the east Neelmohun and Rammohun were sitting with their faces to the north and Bhujon had taken his seat on the door.

Question.—On what side was the door at which Bhujon was sitting?

Answer.—Bhujon sat at the door which was to the left side of the entrance to the house.

Question.—Do you know Neelmohun and Rammohun? and how far is your house from theirs at least from the plaintiffs?

Answer.—I know them and my house is one koss or quarter, more from the plaintiffs.

Question.—Is the Defendants house or the place where he was sitting at the time Pukha or Cautcha built?

Answer.—It was a Cutcha House.

Question.—How did the Defendant manage to receive the money in your presence? will you state that?

Answer.—The defendant has always shewn me marks of kindness; and as he was well acquainted with me, and confided in me, he did not scruple to receive the money in my presence.

Question.—Do you know the month and day in which he received the money?

Answer.—I cannot tell you the day for I do not recollect it but it was in the month of Asar or Sraven that he received the money.

Question.—Has any body instigate or whispered to you to say all this?

Answer.—Why should I make myself liable to punishment in a future life, by perjury? Nobody has instigated me or whispered any thing to me.

Question to the plaintiff } Do you wish to put any question to this witness.

Answer.—I have no question whatever to put to him.

Question to Devanarayun } Have you any question or not?

Answer.—I have no question to put to the witness, but I say the whole of this is the contrivance of Radhapersaud Roy himself.

Question to Ramtunoo the Witness } Did you see or know Radhapersad Roy any time before this day? and whether or not have you been instigated and whispered to by the said Radhapersaud Roy.

Answer.—I never saw or knew Radhapersad Roy before this day, and I know not where his house is, and the said Radha-

persad Roy has never instigated me or whispered to me.

Question.—Whether or not has Radhapersad Roy instigated you by means of any of his creatures or letters?

Answer.—He has never instigated me either by means of any of his creatures or letters. Why should I forswear after having taken my oath by touching the water of the Gunges.

(Signed) Ramtunoo Shome
of Barbelom.

(True Translation)
(Signed) J. Digby
Collr.

The 24th day of April 1823 and 13th Bysak 1230.—

Bhejon Mullick a Mussulman son of Alla Angi Mullick, residing at Radhanagoer in Majafursahy Purgunnah, aged between twenty and twenty five years a farmer and a tradesman witness on the part of Rammohun Mojoomdar, came before the Collector and taking up the Koran, was duly sworn to depose the following statement.—

Question.—Do you know the plaintiff and defendant?

Answer.—I know Rammohun Mojoomdar and Devanarain Bose.

Question.—Have you any concern with the plaintiff and defendant?

Answer.—I have no concern with them.

Question.—Rammohun states in his petition that he bribes Devanarain Bose with the sum of twenty rupees. But do you know any thing about this.

Answer.—I know that Rammohun has given bribe to Devanarain Bose.

Question.—How do you know that Rammohun has given a bribe to Devanarain Bose.

Answer.—Having met with Rammohun Mojoomdar near Saha Sahibs Cutcherry, he told me it was fortunate for him that we had met, for, he said, he had got twenty four Rupees in hand, and for want of only one rupee his business was at a stand. I asked him what he would do with the money, to which he replied "I have made an application for renting a confiscated Chakran land, of the particulars of which I have already

informed you but for the present I shall have to disburse a little money, will you therefore be pleased to lend me a rupee which I promise to pay you at home? Look here I have got twenty four rupees by me." He having then tied up the twenty five rupees in his cloth, I wanted to go home but he said "No. I require you, come along with me." With this he took me with him and proceeded. Besides Rammohun and myself there came along with us another person who was quite a stranger to me. After we had arrived at Devanarain Bose's lodgings Rammohun desired me to take my seat at the door while he himself with the stranger went to Devanarain the Bose told them he could place no reliance on their words, and every thing they said was far from truth the said stranger pleaded his inability to procure the money till now and consequently he could not keep his word, at the same time adding that Rammohun Mujoomdar, no he, was concerned in the business. He asked Devanarain whether that person was known to him, to which he in answer, said "yes I know Rammohun Mojoomdar" and giving credit to their words, he desired them to take their seats which they accordingly did. After this Rammohun took out, that is from his cloth, the sum of twenty five rupees and give it into the hands of the said stranger who again went to deliver to Devanarain Bose. The Bose enquired of Rammohun Mojoomdar who the man was that sat at the door (meaning me) Rammohun said "He is a friend of mine, and you should regard him in the same light as you would do me." The said stranger then put the purse of money into the hands of Devanarain Bose who laid it on the right side of his pillow, that is on his right side, I having said that it grew late we might return home, Bose complied saying, yes you may now go home But continued he addressing himself to Rammohun, when an arrangement takes place and we can hope for success in our endeavour, I shall send for you having thus spoken, he called his son Govind Chunder Bose and committed the money to his care. After which we all got out of the house.

Question.—At what time did the plaintiff give the said sum to the Defendant?

Answer.—At about 8 o'clock in the morning.

Question.—In what place? and who were present there at the time besides you.

Answer.—It was in the Dewankhanah of the Bose, and there were present at the time Ramtunoo Some, Rammohun Mojoomdar, the stranger who went with us, myself and Devanarain Bose, no body else. There had been three or four other persons besides, but they went away at our coming.

Question.—What did Devanarain Bose do with the money?

Answer.—He gave it to his son.

Question.—What sort of a place was it where Devanarain Bose was sitting a Packa or Cutcha house.

Answer.—The place where he sat was a Cutcha house, he sat inside the house on a musnud spread on a carpet, having a pillow by him.

Question.—How did the Bose manage to take the money in the presence of so many persons? Will you state that.

Answer.—He did not know me before but after Rammohun had told him that I was a friend of his, he received the money thinking he could be brought into no trouble for so doing.

Question.—Have you been instigated or whispered to give this evidence?

Answer.—No body has instigated me or whispered to me to give this evidence. I have taken the Koran thus to swear not to depose from the instigation or whispering of any evidence.

Question to the plaintiff } Whether or not is your house at the Hargram puty in Radhanagore.

Answer.—It is within Hargram in Radanagore.

(Signed) Bhejon Mullick.

(True Translation)

(Signed) J. Digby
Collr.

To

The Collector of

Burdwan.

The humble Petition of Rammohun Mujoomdar of the village of Hargram in Mujafer Sahee Pergunnah Chowkey Baly Kishna.

Sheweth

That your Petitioner having brought before you an action against Devanarain Bose, head Serishtadar of the Collector's office for a Bribe of Sicca Rupees twenty five which he received from your Petitioner that by the Deposition of two witnesses the justice of your Petitioner's cause has been clearly proved, and that upon his attempting to bring in another witness Neelmohun Roy, the said Sherishtadar frequently threatened your Petitioner to bring him into trouble.

That the Moha Ragah Bahadur once procured a Decree against your Petitioner and others for a certain sum and having made an application to the Court sold the whole of your Petitioners property to make good the debt, that the said Devanarain having prevailed over the Moha Rajah again enforced the same decree against your Petitioner, and that his nephew Khoody Ram Mujoomdar and his son Govind Chunder Bose having caused the bailiff to seize on your Petitioner at the Collector's Cutcherry in your presence, treated him with much severity on their way to the Court, that your Petitioner therefore is determined to bring on a criminal suit against them.

That your Petitioner further begs to represent to you that the third witness Neelmohun Roy on the part of your Petitioner who also has some concern with the Moha Ragah, states that were he to give his evidence, Devanarain Bose would join the Rajah to bring him into like trouble with your Petitioner, so that he would rather avoid making his appearance. That in consequence of your Petitioner's being kept all this time confined in Prison, he cannot find an opportunity of adducing his third witness; and humbly prays that you will therefore be pleased, by the examining the Deposition of the two witnesses to cause the recovery of the sum of which your Petitioner has a fair right.

And your Petitioner as in duty bound will ever pray.*

(Signed) Rammohun Mujoomdar.

(A true Translation)

(Signed) J. Digby

Collr.

* Board of Revenue, Procgs. 20 June, 1823, No. 8.

Answer of Meer Kubool Ally the Serishtadar for the decision of summary cases under the date 21st of May 1823, to the Collectors Perwannah.

After the usual address.

I have been honoured with your Perwannah under date the 14th of May 1823 stating that from the perusal of a Durkhaust given by Devanarain Bose head Serishtadar of this Collector's office "It is considered necessary to know whether or not Radapersaud Roy the Serishtadar of this office sent to Devanarain Bose a Message through you communicating to him that if he would give in a resignation of this office he (Radhapersaud) should cause a pension to be settled upon the Head Serishtadar, and, his son to be appointed to the situation of Serishtadar and that if he (the head Serishtadar) would not meet his (Radhapersaud's) wishes he Radapersaud Roy should get his nephew's and sons dismissed from their situations of Mohurers and stating that I therefore must give a true and correct Answer in writing.

Sir Radapersaud did not send through me such a Message to the head Serishtadar. He, (the head Serishtadar Devanarain Bose), Pittamber Chatterjee the Head Writer of the office, and myself had ourselves a conversation considering the pension of the Head Serishtadar.*

(Signed) Meer Kubool Ally
Serishatadar of Summary Suits.
(True Translation)
(Signed) J. Digby
Collr.

154. **Mr. Digby's further letter to the Board re: Debnarain Bose's case. (14 June, 1823.)**

Sir,

I have the honor to acknowledge the receipt of your letter of the 28th May last and in answer to its first paragraph, I request that the Board will be pleased to observe from the Deposition of Juggutnarain Mitter enclosed in my letter of the 3rd of that month, especially from his answer of the 6th that the farm of Khund Gose chackran land was first rented in the year 1212 by Devanarain Bose head Serishtadar under the fictitious name of Nittanund Sircar at the rent of 215 rupees, that in the year 1218 the lease was renewed at the same rent and that it was resumed in the year 1219 for a period of five years for a rent of 225

* *Ibid.*

rupees being an encrease of only ten rupees per year, this shews that though during a period of twelve years three leases were granted at three different times yet there were little or no encrease of Revenue the farm having been held by the same person every successive lease at almost the same rent, while at the first settlement it might have been farmed out I am almost sure, for a considerable encrease of rent and at the second and the third settlement for a reasonable increase of revenue. If the lease had been fairly and regularly executed the loss of revenue which Government has sustained for so many years past from the improper conduct of the Omlah, would have been obviated. It will also appear to the Board even from the latter part of the evidence of Nittanund Sircar the nominal farmer, that he is not aware of the person who signed the Durkhast of the farm in the year 1810, nor does he recollect the person whom he engaged to sign the Cubooleayt of the lease on his behalf in the year 1810, these documents signed by unknown persons are still in my records, although it is more especially the duty of the Omlah to attend to these matters.

Moreover upon my predecessors Mr. Elliots issuing a Perwannah to the Canongoe of Pergunnah Khund Ghose ordering him to investigate into the circumstances connected with the said chakran land he (the Canongoe) made a local inquiry respecting the estates and sent to Mr. Elliot the declarations of the gomastahs and munduls, stating that the said land was the farm of Devanarain Bose, I therefore beg to send the statement authenticated by the signature of my predecessor, for the perusal of the Board.

In conformity to the orders contained in the second paragraph of your letter I herewith transmit for the investigation of the Board the whole of the record of my inquiry into this case and I have the satisfaction of informing you that by holding out threats of the sale of the property of securities I have been able to realize all the Balance of Revenue due from this and other chakran estates. Under all these circumstances and in consideration of the general conduct of the present head Serishtadar as particularized in my letter of yesterday's date I am obliged to withhold all confidence upon him; and as the Board consider me responsible for my proceedings, I am under the necessity of suggesting to the Board the expediency of removing him from his situation and of authorizing me to nominate another person in his place.*

(Signed) J. Digby
Collr.

* Board of Revenue, Procgs. 20 June, 1823, No. 9.

155. Board's reply to Mr. Digby's above letters. (20 June, 1823.)

Sir,

I am directed to acknowledge the receipt of your letter of the 13th and 14th Instant and the several papers which accompanied them and to communicate to you the following instructions.

It is not necessary the Board consider to pursue to a more perfect and complete conclusion the inquiries you have made in consequence of the Petitions preferred to you by Rammohun Mujoomdar against your Serishtadar Devanarain Bose and to this Board by the latter against Radahpersaud Roy for the purpose of deciding on the expediency and continue Devanarain Bose in his present office of Serishtadar. It is sufficient this native officer has not your confidence and that you cannot it would appear with any satisfaction to yourself employ his service in the transaction of your public duties for the Board to sanction your recommendation that you may be allowed to remove him and may be permitted to nominate for the Board's approval a fit and respectable successor.

You will accordingly the Board direct explain to Devanarain Bose the grounds on which the Board have ordered his removal from office and you will with as little delay as may be necessary nominate and report for the Board's approval a successor to the office whose character is unexceptionable and whose previous services and experience shall warrant your believing he is in every respect eligible for the situation.*

156. Board's reply to Mr. Digby's letter re: Shunnuck Lall Tewary's petition. (4 July, 1823.)

Sir,

In reply to your letter of the 13th June, notifying that, the amount and value of stamp papers in store agree with the Darogah's accounts, I am directed by the Board of Revenue to inform you, that previous to passing any orders, the Board wait your further report on the matters alledged by Sunnuck Lal Tewary, as noticed in the 2nd para, of your letter.†

* Board of Revenue, Procgs. 20 June, 1823, No. 10.

† Board of Revenue, Procgs. 4 July, 1823, No. 12.

157. Mr. Digby's letter to the Board informing of his having nominated Koonjbihari Roy to the post of Head Sheristadar of the Burdwan Collectorship. With Enclo. and Board's order. (4 July, 1823.)

Sir,

I have the honor to acknowledge the receipt of your letter of the 20th Ultimo, and beg leave to acquaint you for the information of the Board that having as authorised, removed Debnarain Bose my late head Sheristadar from his situation, I have nominated Koonj Beharry Rai as his successor a native of respectability, whom I knew personally several years ago whilst in the office Register of Ramgur, under Mr. John Millar, then Judge and Magistrate of that district and of this man I have often heard him speak in favourable terms.

I herewith transmit for the perusal of the Board, copies of the three testimonials of his character produced by him, he having received them from Mr. Donnithorne, Mr. Charles Elliott, and Mr. John Miller, who having employed him at different times had sufficient opportunities of observing his conduct. He is to the best of my belief well qualified for the situation of head Sheristadar of my office. I therefore hope the Board will be pleased to confirm him in that situation.*

Enclo:

To W. B. Bayley Esqre.
Register to the Sudder Dewany Adawlut.

Sir,

I have the honor to transmit the resignation of Suyed Aewez Ali Sheristadar of the Dewanee Adawlut of this District; and to acquaint you, for the information of the Court that I have nominated Moonshee Koonjbeharry Rai his successor, and hope the selection will meet the approbation of the Right Honorable the Governor General in Council.

Moonshee Koonjbeharry Rai was for several years Sheristadar of the Dewanny Adawlut of Zillah Ramghur, and resigned that office in November last, he bears a good character, and from his knowledge of Persian, and my own observation of his past conduct, it appears well qualified for the situation.

Furruckbad
the 20th April 1818.

(Signed) J. Miller
Judge

* Board of Revenue, Procgs. 18 July, 1823, No. 10.

Board's order:

Ordered, that the Collector of Burdwan be informed that the Board confirm the appointment of Koonj Beharry Rai as head Sheristadar, in the room of Debnarain Bose removed.*

158. Letter from the Magistrate at Burdwan (Mr. Hutchinson) to the Secretary of the Board of Revenue re: the case of Debnarain Bose against Radhapersaud Roy and others. With Enclos. (14 July, 1823.)

Sir,

Debnarain Bose -vs- Radapurshad and others for conspiracy.

I have the honor to request you will submit the enclosed copy of the proceedings of this Court, under date the 1st Instant, in the case noticed in the margin, for the consideration of the Board of Revenue.

2nd. The result of the trial, as you will observe, does not amount to a perfect establishment of the charge; but affords such suspicion of its truth against one of the Collector's Umla, named Radha or Radheekapershad and the other defendants, and such proof of wilful perjury and subornation of perjury having been committed before the Collector in the investigation of a charge of Bribery, preferred against Debnarain Bose, late head Serishatadar of his office, by one Rammohun Majmedar, and the witnesses he adduced in support of the accusation, that I was induced to request the Collector would report the case to the Board, and at the same time adopt such measures as might lead to a prosecution and conviction of those persons; particularly as I understand the Collector had urged the charge of bribery, as one of his reasons for wishing the dismissal of the Seristadar to the Board.

3rd. The Collector has for the reasons set forth in his letter of the 9th Instant, copy of which I have also the honor to enclose, declined acceeding to the request; and it therefore devolves on me as a matter of duty, and an act of Justice to the Seristadar, to call the attention of the Board to the subject.

4th. The Collector's objections are founded on a misconception of the charge investigated before me; which though necessarily implicating the case of bribery preferred before him, was not for perjury or subornation of perjury, but for conspiracy; a charge which is cognizable by a Magistrate; but even admitting that the complaint to me, and the investigation that took place in consequence, were irregular, I conceive they might have been adopted as a ground work for a minute and

* Board of Revenue, Procgs. 18 July, 1823, No. 11.

particular enquiry, the result of which would I think have at least tended to exculpate the Serishtadar from the imputation of Bribery, and perhaps afforded sufficient grounds for a prosecution for perjury and subornation against his accuser and witnesses.

5th. Acting under this impression, I beg leave most respectfully to request, that the Board will on a careful consideration, adopt such measures as they may deem expedient.

6th. I beg leave to enclose copy of my reply to the Collector's letter alluded to in Paragraph 3rd of this address.*

Enclos:

To

J. R. Hutchinson Esqre
Magistrate of Zillah Burdwan.

Sir,

In reply to your letter of the 5th Instant, and its enclosure, I have the honor to send you the accompanying proceeding wherein I have referred you to section 14 of Reg. 17 of 1817; and to Reg. 3 of 1801, in which it is prohibited for any City or Zillah Magistrate to receive any charges of perjury or subornation of perjury against the parties in a civil suit &c. &c; and after an attentive perusal of the 1st-2nd-3rd-4th and more particularly the 5th clause of the 14th Section of the former Regulation, I must decline to comply with the request contained in your letter and proceeding, of referring to the Board of Revenue the result of the enquiry made in your Court into the charges brought against Devnarain Bose, not only on account of its having been entered into in opposition to the Regulation which I have pointed out, but on account of the Board having as stated in their letter, removed that man from office, merely in consequence of my not reposing any trust or confidence in him.

2. I must also decline adopting any measure with respect to Rammohun Mojomdar, until you inform me by what Regulation you enquired into the charge of perjury and at the time when the suit of Rammohun Majomdar was under investigation in my office.

I beg leave moreover to state that the evidence given before me by the witnesses in that suit, was consistent throughout and not such as to excite my suspicion of perjury.

Burwdan
Collector's office
the 9th July 1823.

I am &ca.
(Signed) J. Digby
Collr.

* Board of Revenue, Procgs. 25 July, 1823, No. 30.

To

J. Digby Esqr.

Collector of Zillah

Burdwan.

Sir,

In reply to your letter and persian proceeding under date the 9th Instant I beg leave to inform you that you have not exactly understood the nature of the charge preferred and tried before me; it was for conspiracy, and the cognizance of it was within my authority.

2. I regret to observe that you have declined to report on the subject of the case to the Board of Revenue, as the proceedings held by me exhibit such strong suspicion of conspiracy against a Native employed by you, (Radhapurshad) and such proof of perjury and subornation of perjury against Rammohun Mujoomdar and others that I conceived you would as an act of Justice to Debnarain Bose have immediately adopted such measures as might in the end at least have exculpated him from the charge of Bribery; and have rendered him fit to be employed again in the public service; for the principal cause that induced his dismissal as you inform me was want of confidence on your part, which does not amount to any proof or moral obliquity or official dereliction; and the Gentleman who succeeds you in office knowing that only to be the cause of his discharge, might wish his reappointment, and repose the same confidence in him as his predecessors, with the exception of yourself, have done, during a period of service of more than thirty years.

3. I beg leave to refer you to the copy of my proceedings, in which you will find the Regulations distinctly mentioned, which you have thought it necessary to requote.

4. In conclusion, I beg leave to inform you, that as you have declined to report the circumstances of the case to the Board, I shall have the honor of doing so myself.

Zillah Burdwan
the 14th July 1823

I am &ca.
(Signed) J. R. Hutchinson
Magistrate.

159. Mr. Molony's reply to Mr. Hutchinson's above letter. (25 July, 1823.)

Sir,

I am directed by the Board of Revenue Lower Provinces, to acknowledge the receipt of your letter dated the 14th Instant, together with its enclosures.

The Board direct me to communicate to you, that it is with regret they feel themselves obliged to observe that they consider your proceedings in the case of Debnarain Bhose, to be Extra Judicial, and not required by any existing regulation.

The Board have deemed it absolutely necessary thus to record their opinion as to the informality of any interference by a Judicial Authority, with investigations or enquiries affecting the appointment and removal of the ministerial officers of the several Revenue authorities, placed under their control; but while communicating to you this opinion, the Board at the same time desire me to express to you their perfect conviction, that your proceedings in this case have been influenced solely by an anxious desire to further the ends of Justice.*

160. Mr. Digby's letter to the Board re: the petition of Davypersaud Sircar. (18 July, 1823.)

Sir,

I have the honor to acknowledge the receipt of your letter of the 18th March last and beg leave to send you a regular reply to the petition presented to the Board by the late Khajanchee Davipersaud Sircar, for the consideration and orders of the Board.

1. The Khajanchee asserts that although I received from him Sicca Rupees 251620. 10. 4 as the cash balance of my Treasury yet I have not given him a receipt for that sum.	1. On examining the Treasury account up to the 13th of August I found that there ought to be a balance of Sa. Rs. 161501. 12. 4 full weight, Sa. Rs. 79038 in bank notes and Sa. Rs. 6049-14 short weight after the deduction of Batta and also pice to the amount of 5231 rupees; forming altogether a total of Sa. Rs. 251820. 10·4. But on examining the real cash balance in my Treasury on that day when charge of it was taken from the Khajanchee, I found it to be Sa. Rs. 145801 full weight, Sa. Rupees 92480 in Bank notes (consisting of Bengal, Hindoostan and Commercial Bank notes) the sum of Sa. Rs. 8077. 8 short weight, and Sa. Rs.

* Board of Revenue, O.C. 25 July, 1823, No. 33.

5051 pice forming a total of Sa. Rs. 251409. 8 overlooking the discrepancies between the money actually in the Treasury and description of the particulars in the Treasury account, I found besides a deficiency of Sa. Rs. 411. 2 on the whole amount of Money actually in the Treasury which he has yet made good.

II. The Khajanchee asserts that there was a separate sum of Sa. Rs. 664. 2 stated in the Treasury account to have been paid to the Omlah and others on account of their salaries, which, he says, I received without giving a receipt of it.

II. There was no separate sum of Sa. Rs. 664. 2 in the Treasury but the fact is that from a reference to the Treasury account it was discovered that although the sum of Sa. Rs. 675. 15. 4 was charged in the current account for disbursements, yet, in consequence of the vacancies among the Amlah of this office who have been dead and resigned, it ought to have been credited to Government, which the Khajanchee had failed to do; but as this sum was really, as himself admitted, the property of Government, he could not be entitled to a receipt for it. Besides which there are other sums amounting to Sa. Rs. 618, stated by the Khajanchee to have been paid as salaries to different Amlah which the latter do not acknowledge, and their receipts cannot be produced by the Khajanchee; they therefore may still prefer their claims against Government.

III. The Khajanchee alleges that he gave advances of Sa. Rs. 2579. 4. 10. to certain Omlah of this office on account of their salaries on condition that they should reimburse him when their salaries fell due and that the

III. The sum of Sa. Rs. 411. 2. 4. for the real deficiency in the Treasury Sa. Rs. 675. 15. 4 on account of vacancies and absence of the Omlah, and Sa. Rs. 618 due to the Amlah for which he could produce no re-

receipts for a portion of them were in his possession, but that I had not caused the sum to be paid to him.

ceipts, forming a total of Sa. Rs. 1705. 1. 8 was due from the Khajanchee. But when this sum was demanded of him he stated that he had given advances to the Amlahs amounting to Sa. Rs. 3984, 13, 13 on account of their salaries and he therefore requested not only to be relieved from the Sa. Rs. 1705. 1. 8. due by him to Government; but also to receive Sa. Rs. 2279. 12. 5 from me. As such an use of the public money by a Khajanchee for his own advantage is prohibited by section 2d. Regulation 2d. of 1813 I could not listen to such an excuse without the express orders of the Board. However, being instructed by the Board to ascertain what advances had been actually made to the Amlah, I found that the sum was only Sa. Rs. 799. 5 which by their indulgence was allowed to him; but although agreeably to the direction of the Board I ordered him to appear before me to receive a receipt for the sum he had actually delivered to me, he neither appeared himself nor sent an agent on his behalf.

IV. The Khajanchee asserts notwithstanding the orders of the Board that I should grant him a receipt for the sum received from him, and that the advances made by him to the Amlah should be repaid, that Radhapersaud Baboo my Peshkar through enmity to him, did not receive from him the receipts of the Amlah nor did he cause those advances to be repaid; and that he wishes these very Amlahs, who are indebted to him

IV. It would I conceive be hard for public officers to be accused of enmity for strictly performing the duties of their situations I have given credit for such sums as the Amlah acknowledge to have received as advances from the late Khajanchee; but I cannot deduct the salaries of those who acknowledge no debt, and against whom he can advance no receipt.

(the late Khajanchee) to deliver receipts to the Collector themselves and again receive their full salaries.

The Board will perceive by the accompanying statement that the sum due by the late Khajanchee now is, Sa. Rs. 905. 12. 8 respecting the recovery of which I request to be favoured with their instructions.*

161. Board's reply to the above letter. (12 August, 1823.)

Sir,

The Board of Revenue having had under consideration your letter of the 18th Ultimo, reporting on the Petition of Debee Persaud Sircar the late Treasurer, I am directed to communicate to you the following observations and orders on the several points therein contained.

1st point. The Board direct that you will explain within what period of time so large a number of Bank notes amounting 92,480 Rs. had been allowed to accumulate in your Treasury.

The Board further require from your Treasurer explanation of the reasons which could have induced him to receive notes of the Bank of Hindoostan and Commercial Bank, such notes not being a legal tender in liquidation of Revenue demands.

In reference to the sum of Rupees 8077. 8 stated to be short weight you will be pleased to explain whether the deficiency in weight exceeds that allowed by Section III Regulation 2 of 1812 and by the order circular of the Board dated 10th July 1813, and if so to what amount, and you are further requested to state how the Treasurer accounted for the sum of Rupees 411. 2 which seems to have been admitted by him to be deficient.

2d Point. The Board do not very well comprehend the 1st part of your Explanation on this point, but they infer from it generally that the sum of Rs. 675. 15. 4 has been embezzled by the Treasurer, who tried to hide it by false entries as money disbursed; should this inference be correct, you will immediately take the necessary measures to make him refund the above sum and in regard to the sum of 618 Rupees stated by the Khajanchee to have been paid on account of salaries of Amlah I am directed to request that you will submit a statement exhibiting in each individual case, the name, situation, the amount paid, the months' salary for which it was paid, the date of

* Board of Revenue, Procgs. 12 August, 1823, No. 14.

payment, and an abstract of the answer which each of the officers give to the assertion of the late Treasurer.

The Board also direct me to observe to you with reference to the statement furnished by you that the late Treasurer is not entitled to credit for the sum of 578 Rs. being the amount of notes of the Bank of Hindoostan, and Commercial Bank or to credit for the sum of 799Rs. 5as. entered as sums acknowledged to have been borrowed by individuals for the payment of these two sums therefore in addition to the sum of Rs. 905. 12. 8 Balance stated by you, making a total of Rs. 2283. 1. 8 the Board desire you will call upon the late Treasurer in the mode pointed out by the Regulations and in the event of his not immediately liquidating this amount you will proceed to arrest and have him confined in the usual manner, calling also upon his security to make good the amount.

The Board direct me further to notice to you that under orders circular from the Chief Secretary to Government to the several Collectors dated 23d June 1807 you should not have retained Bank notes to so large an amount in your Treasury but should have forwarded them in the prescribed manner to the General Treasury whenever they had accumulated to the value of 5000 Rs. To these orders you are in future required particularly to attend, and you will, the Board desire, every 15 days remit the Bank notes in your Treasury, to the General Treasury whatever may be the aggregate value.

In submitting your report on the several points noticed in this letter you will be pleased (having of course previously called on the late Treasurer for whatever written explanation he has to offer to the several circumstances) to be careful that each fact is accurately and distinctly stated, so that, the Board may be enabled to determine how far there are grounds for ordering a criminal prosecution against Debee Persuad Sircar under the provisions of Regulations 2. 1813.*

162. Mr. Digby's letter to the Board re: the appointment of Shibnarain Roy (2 December, 1823.)

Sir,

I have the honor to acknowledge the receipt of your letter of the 14th January last, in which the Board questioned the fitness of my Acting Khazanchee, Sheebnarain Roy, for his situation on account of his age (26 years) and his not having been before in the public service; and they expressed their opinion, that I should endeavour to select for that office a person of greater experience.

* Board of Revenue, Procgs. 12 August, 1823, No. 15.

On this subject I can safely declare that I cannot find a person combining such qualifications for the situation of Treasurer; for although there are many natives to be found of greater age and experienc, yet I have met no one who bears so unexceptionable a character as Sheebnarain Roy and who can produce so respectable a man as Rajeeblochun Roy the security of Sheebnarain Roy, who, in point of wealth and influence ranks next to the Rajah of this District. I can moreover certify, that during the period he has been acting as Khanzanchee of my office (now more than a year and four months) he has discharged his duty in a very satisfactory manner. I hope therefore that the Board will in consideration of the above circumstances be pleased to confirm Sheebnarain Roy in the situation of Khazanchee and that he may continue to discharge his duty with zeal and integrity.*

163. Board's reply to the above letter. (9 December, 1823.)

Sir,

Trusting that you would not involve yourself in a responsibility so serious as would be that of recommending in the very urgent and strong terms of your letter of the 2nd Instant in favour of the nomination and appointment of Shibnarain Roy to be your Treasurer were he not entirely deserving of the very high character and qualification you describe him to possess—The Board direct me to state they are induced to authorize your confirming this Native officer in the office of Treasurer to your Collectorship.

You yill lose no time in taking from Rajiblochun Roy and forwarding to this Board (retaining an authenticated copy for your office) a Security Bond executed and drawn up, as likewise conditioning in the prescribed manner to be responsible for the fidelity and honesty of the aforesaid Sheebnarain Roy.†

164. Mr. Digby's letter to the Board of revenue informing of the Burdwan Treasury embezzlement. (27 July, 1824).

Sir,

With extreme regret I beg leave to state for the information of the Board of Revenue that on the receipt of the Boards orders respecting their confirmation of my leave of absence I directed the

* Board of Revenue, Procgs. 9 December, 1823, No. 3.

† Board of Revenue, Procgs. 9 December, 1823, No. 4.

Omlahs to prepare to make over charge to my successor on hearing this information the Treasurer not appearing at my office waited personally on the Magistrate of this district in consequence of his having appropriated to his own temporary use the public money during the time I have been confined to my room by most severe sickness and preferred a complaint against the Sheristadar of my office for Sicca Rupees 1,36,000 said to have been paid him from the public Treasury.

The Magistrate sent his Nazir accompanied by some Peons to the Sheristadar requiring his appearance before him and the Sheristadar immediately attended on him and shewed a letter he has received from the Treasurers Father on the 25th Instant requesting that the sums which had been made use of by his son and Ramdhun Chatterjee without the Sheristadars knowledge might be refunded in the course of two months. After the Magistrate had perused the letter, he called on me personally and requested me to inspect the Treasure but I was compelled to decline that office in consequence of severe debility when the Magistrate proceeded as follows.

The statement of the Balance of the Treasury dated 24th Instant delivered by the Treasurer to the Magistrate yesterday was S. Rs. 1,60,593. 12. 8. 3. and the sums were counted before the Magistrate and amounted to S. Rs. 24,233. 4. which being deducted from the abovementioned amount the difficiency in the Treasury was S. Rs. 1,36,360. 8. 8. 3. due from the Treasury according to his own statement. The Magistrate again called on me and requested that the Treasurer should be delivered over to him agreeably to the existing Regulations respecting the Embezzlement of the Public money.

The Proceedings held by me on the subject were that the Treasurer should be immediately suspended from his situation and delivered over to the Magistrate.

I will transmit to the Board a more detailed account as soon as I am able to make the necessary investigation on the subject.

I further beg to request that the Board will be pleased to desire Mr. Armstrong to wait for 10 days that I may have the time to adopt the prescribed measures for the recovery of the amount embezzled by the Treasurer.

A copy of the proceedings held by me on the subject is herewith transmitted.*

* Board of Revenue, Procgs. 30 July, 1824, No. 16.

165. Board's letter to the Governor General in council reporting the above matter with suggestion of arrangements to be made for enquiring into it....(30 July, 1824).

On the 29th Instant it was Resolved that the following letter be addressed to the Governor General in Council.

To

Governor General in Council
(No. 2267)

My Lord,

It is with unfeigned concern we submit to your Lordship a letter just received from the Collector of Burdwan reporting a deficiency in his Treasury of one Lac and Thirty six Thousand Rupees.

2d. With reference to the very unsatisfactory tenor of Mr. Digbys letter to the obvious expediency of subjecting a case of this importance to the most prompt and vigorous cause of proceeding as well as to the fullest and most complete enquiry by the agency of an able and experienced Judicial servant. We beg leave to recommend that the Superintendent and Remembrancer for Legal Affairs be specially deputed as a Commissioner to enquire into the sum embezzled and to superintend and direct the Acting Collector Mr. Armstrong in the adoption of all measures calculated and to recover this embezzlement and to prevent any loss ultimately accruing to the Government.

3d. We have ascertained Mr. Molony is willing to undertake this special duty and we have understood very little of any inconvenience will be sustained by the Sudder Commissioner for his deputation to Burdwan at present as the business of that office is in some degree interrupted by the prevailing sickness and will be shortly closed for the Native Holidays.

4th We are besides induced to solicit your Lordships favourable consideration of this arrangement as it will obviate any necessity for revoking or altering the orders for Mr. Armstrong to officiate as Collector of Burdwan who otherwise might on such an occasion as the present be considered insufficient.

Should your Lordship in Council entertain objections to Mr. Molonys Deputation on this duty we beg leave to propose that our Acting Deputy Secretary should be united with the Magistrate of the district in a commission to enquire into this embezzlement and to pursue all the necessary and active measures which this urgent occasion calls for.

Under this last arrangement if sanctioned it would of course be advisable that Mr. Wyatt should also officiate as Collector and that Mr. Armstrongs services on this duty should be dispensed with.*

166. Governor General's reply to the above letter. (30 July, 1824).

Gentlemen,

I am directed by the Rt. Honble the Governor General in Council to acknowledge the receipt of your letter, dated the 29th Instant, with its Enclosure, reporting a deficiency in the Burdwan Treasury and proposing certain arrangements in consequence.

2d. The Governor General in Council has received with much regret the information of this fresh instance of embezzlement, and, with your Board, considers the tenor of Mr. Digby's letter to be very unsatisfactory, every allowance being made for the unfortunate state of his health. His Lordship in Council concurs therefore with you in thinking it very advisable that Mr. Molony should be deputed to Burdwan, for the purposes stated in the 2d paragraph of your letter, including of course the enquiry how far the embezzlement is to be attributed to misconduct on the part of the Collector.

3d. From the tenor of Mr. Digby's letter His Lordship in Council is led to apprehend that for a considerable period he omitted to attend his Cutcherry, and otherwise failed in the due discharge of his public duties. If the case be so, tho' the cause may have been ill health, he must be considered to have incurred a serious responsibility. For it is the obvious duty of every one incapacitated by bad health for the proper discharge of the functions of his office, to report the circumstances to your Board without delay. You will direct Mr. Digby to make over charge to Mr. Armstrong without any delay, if he shall not have already done so.

4th. The necessary communication will be immediately made to Mr. Molony, and the Board will of course issue such instructions to Mr. Armstrong, as may secure for Mr. Molony every facility in the discharge of the duties, with which he is now to be charged.†

167. Board's letter to Mr. Digby asking to hand over charge of his office to Mr. Armstrong. (3 August, 1824).

Ordered that the following letters be written to the Collector of Burdwan and J. Armstrong Esqre.

* Board of Revenue, Procgs. 30 July, 1824, No. 17.

† Board of Revenue, Procgs. 3 Aug. 1824, No. 28.

To Collector of Burdwan

Sir,

I am directed by the Board of Revenue to acknowledge the receipt of your letter of the 27th Ultimo with its enclosure on the subject of the difficiency which had occurred in the Burdwan Treasury.

2d. A communication having been made by the Board to Government on the subject I am directed to transmit to you a copy of the reply received from the Secretary to Government in the Territorial Department dated the 30th Ultimo and in obedience to the orders of the Governor General in Council contained in the 3d paragraph to desire if you have not already done so that you will make over charge of your office to Mr. Armstrong immediately on the receipt of their Dispatch or in the possible event of his not having yet arrived at Burdwan immediately on his reaching the station.

3d. This letter and its enclosure are to be recorded among the Records of the Collectorship.*

168. Board's letter to Mr. Armstrong asking to take over charge from Mr. Digby. (3 August, 1824).

Sir,

Mr. Digby the Collector of Burdwan having reported to the Board of Revenue on the 27th Ultimo, that a deficiency of Sa. Rs. 136,360. 8.8.3. had occurred in his Treasury I am directed by the Board to refer you particularly to Mr. Digby's letter on the subject of the date above mentioned which you will find in his office and in obedience to the Orders of the Governor General in Council to desire that if you have not already proceeded to take charge of the Collectorship, you will do so with the least possible delay and that immediately on your arrival at Burdwan you will receive charge of the Collectorship from Mr. Digby.

A copy of the instructions on the subject received from Government has been forwarded to Mr. Digby in a separate letter, and you will be pleased with reference to the 4th Paragraph of those Instructions to afford every possible facility to Mr. Molony in the discharge of the Enquiry which has been entrusted to him.†

169. Superintendent of Legal Affair's letter to the Board of Revenue asking to be furnished with necessary papers &c. (3 August, 1824).

Sir,

To enable me to carry into effect the orders of Government directing me to proceed to Burdwan, and to investigate into the parti-

* Board of Revenue, Procgs. 3 Aug. 1824, No. 29.

† Board of Revenue, Procgs. 3 Aug. 1824, Nos. 30 & 31.

tioned in the above letter the Acting Secretary reports that it has already been returned to him under the authority of the Board.

The Board having already issued orders on the subject of the embezzlement no further orders are at present required.*

173. Mr.Digby's letter to the Board informing of his having handed over charge of office to Mr. Armstrong. (11 August, 1824).

Sir,

I have the honor to report for the information of the Board of Revenue that I have this day delivered over charge of the Collectorship to J. Armstrong Esquire together with the Balance of cash in the Treasury including Bank notes amounting to Sa. Rs. 26574. 13. 1. 2. the Official Seal, the Records of the cutchery the camps equipage attached to this office and the stampt Papers of the value of Sa. Rs. 42489.15. for which I herewith transmit his receipts.†

174. Mr. Molony's letter to the Magistrate of Burdwan re: the commitment of certain employees of the Burdwan Collectorship. (12 August, 1824.)

Sir,

I have the honor to inform you that the Acting Collector of this district has this day in pursuance of my suggestion forwarded to your Court the following persons lately on the Collectors Establishment

Petumber Chatterjea
late head Writer
Ramdhun Chatterjea Naib Khuzanchee
Ramchunder Gungooley
Acting Record Keeper

2. I charge the above individuals with being active accomplices of Radapersaud and Sheebnarain Roy in the embezzlement of public Treasure which now forms the subject of investigation before you.

3. I have found the records of the Treasury, and indeed of every department of the Collectors office, in such a state as will preclude my being able to produce the necessary documents and witnesses in Court as early as I had hoped; I have not indeed yet received from the Acting Collector all the accounts which it will be necessary for me to examine, to trace at what period and by whom the embezzlement was effected and some very requisite documents are said not to be forthcoming; you may rely upon it, however, that I shall not lose a moment in bringing such evidence as is attainable before you;

* Board of Revenue, Procgs. 20 Aug. 1824, No. 1.

† Board of Revenue, Procgs. 20 Aug. 1824, No. 14.

in the mean time I request that the 3 individuals now charged may be held to Bail.*

175. Mr. Molony's first Report to Government on the Burdwan embezzlement affair, (14 August, 1824).

Sir,

I have the honor to report for the information of the Rt. Honble the Governor General in Council that I arrived at this station on the morning of the 8th Instant for the purpose of holding the investigation ordered in your letter of the 30th Ultimo.

Par. 2d. On Monday the 9th Instant I proceeded to the Collectors office in order to be present when Mr. Armstrong received charge I was led to this measure, from having early on that morning had, an opportunity of perusing the Petition which led to the discovery of the embezzlement, together with the Proceedings held by the Magistrate when that Petition was presented a perusal of these papers convinced me that considerable insight into the real state of things was to be gained by narrowly watching the conduct of every individual concerned during the operation of delivering over charge of the office.

Par. 3d. I ought however here to state the substance of the Petition which was presented to Mr. Hutchinson by Sheebnarain the Treasurer it is, that he is very young, now not more than 22 years of age, that about 2 years ago Radapersaud with whom (in consequence of a strict intimacy existing between their parents) he was acquainted, offered to make him Treasurer, at the same time representing that he could do whatsoever he pleased with Mr. Digby the Collector, that at first he Seebnarain objected to hold the situation on account of his youth, but his objection was over ruled and he was ultimately appointed notwithstanding that the Board of Revenue made great opposition to the nomination—after this he goes on to say that after he had received his Purwannah of appointment he never was allowed to interfere with the Treasury that occasionally a key was given to him for forms sake, but he really possessed no means of access to the Treasure that Radapersaud who possessed the most complete influence over Mr. Digby and was in fact Collector, took out what he pleased, abstracted all the Bank Notes as they were paid in, and thus formed a separate fund amounting to 1,36,000 Rupees, that things went on in this state for a long time, the Naib Ramdhun Chatterjea doing all the business and he Seebnarain signing whatever they told him to sign, at last 2 Lacs were ordered to be remitted to Moorsheda-

* Records of the Burdwan Collectorate (Jud.), Vol. 43.

bad, but only 1½ lac was forthcoming, Radhapersaud and his relatives Ramchund Gangooly and Govindpersaud Roy consulted and made every effort to get money from the Zemindars Mooktars and on 4th or 5th Assin the halves of Bank Notes for 26500 were pawned and 14000 raised thereon, and that remittance was got off and in answer to a demand of 50,000 rupees sent for, from the Commercial Resident at Hurripal Radhapersaud made Mr. Digby write and say he had no money in deposit, that at last Mr. Digby got so ill as to ask for leave and as soon as the account of the Acting Collector's coming was received, every exertion was made to get money and Radahpersaud said he would detain the Collector and all would yet go well—finding himself unable to raise money however he advised him (Sheebnarain) to abscond which he would not do, but has petitioned to this effect instead.

Par. 4th. Such are Seebnarain's accusations against Radhapersaud, the latter denies in toto, states that he had nothing to do with Seebnarain, who is the person who has really embezzled the money, and that he never got him his appointment, which was made entirely by Mr. Digby, who persisted in it, and who thereby became responsible for his conduct, that he Radhapersaud is neither head Sheristadar, or Treasurer and therefore not at all liable to be come upon for matters of this sort.

Para. 5th. Whatever may be thought of Sheebnarain's story no one can doubt that he is liable to be punished, even admitting it all to be true but I found on a perusal of the proceedings that had been held that altho' there had been given before the Magistrate direct evidence as to the halves of Notes for 26500 Rs. having been pawned thro' the Agency and direction of Radhapersaud, and Mr. Hutchinson had informed Mr. Digby of this, yet the latter gentleman persisted in holding up Radapersaud as an innocent, and deeply injured man and notwithstanding the many accusations against him, allowed him at his own request, to resign his situation on the 31st ultimo and actually appointed a dependant of Radapersauds to fill the vacancy; on the two preceding days it seems also that Mr. Digby had been making what he called an enquiry and taking evidence in regard to this embezzlement, on the nature of these proceedings I shall have to remark presently.

Para. 6th. The state in which Mr. Armstrong and myself have found every department of this Collectorship and the circumstances under which the above named gentleman has taken charge of the office, have as I expected they would, afforded considerable informa-

tion as to the mode in which the Government Treasure has been made away with, and it is with a feeling of the deepest sorrow that I find it a part of my duty to state to his Lordship in Council the following detail.

Para. 7th. We found Mr. Digby labouring under a great degree of bodily suffering and extremely weak. The medical gentleman who attended him had previously stated to me, that he would not bear any great exertion; still he expressed an intention of being present when the Treasure was counted—the first process of course was to count again what had been counted by Mr. Hutchinson the Magistrate on the 26th ultimo. Here we found the amount in Bank Notes (including those of the Hindustan and Commercial Banks and forged ones) and in silver to be as Mr. Hutchinson had counted viz.

Bank Notes..................Rs. 6083
Silver 9850-4-

The copper pice had not been counted but there were upwards of 200 bags each said to contain 2000 pice and their estimated value was on the 26th July put down at 8300 Rupees making a total of 24,233. 4as. we found however that the amount value of the pice was larger than had been estimated.

Para. 8th. I should however state that before we proceeded to ascertain that amount, and while the Bank Notes and silver were being counted several irregularities appeared in regard to the receipt of Notes from the Bank of Hindoostan and Commercial Bank as well as the forged Notes on these and on several other points no sort of explanation could be given. The Treasurer whose age does not to all appearance exceed 20 years, declared his utter ignorance, the Head Sheristadar on being called upon said he could not tell; he seemed a man, tho' not far advanced in life, yet utterly ignorant of the commonest parts of his duty. Mr. Digby himself seemed to have no idea of the nature of the explanations required, or that any thing was wrong, which it was requisite to set right. I have the most firm belief and so I am convinced has every person acquainted with him, that there is no man whose character is more free from dishonesty of every sort, and who has such an abhorrence of dishonorable conduct where he is aware of it: and with this firm impression on our minds His Lordship in Council will readily imagine the distressing feelings with which Mr. Armstrong and myself discovered, that such a man had become the dupe of a deep and unprincipled band of Natives, who have succeeded in making him the unconscious instrument of enriching themselves at the public expence.

Para. 9th. Mr. Digby as I have above stated could explain nothing as far as related to the duties of his office, his understanding appeared completely imbecile, and all he could do was to refer us to "the papers", and some one of the gang (generally the head writer) stood forward ready to answer that was asked. It was in every point of view useless to urge Mr. Digby for further and more specific explanation of the state of things, and even had there been a prospect of gaining any information, by so doing, the warning I had received from Mr. Coutter the Assistant Surgeon as to his state of health would have deterred me from persisting in such a course,— before the whole of the silver had been counted, Mr. Digby expressed a wish to retire as he felt exhausted.

Para. 10th. In this stage of the business I thought it my duty to suggest to Mr. Armstrong the propriety of extreme caution— We got out a list of the Establishment and before proceeding farther considered it necessary to look to the different individuals who held the highest situations but particularly those entrusted with the receipt and disbursements of money, or the custody of stamps, and realization of other branches of Revenue,—we found the principal officers to be the following.—

Ramdhun Chatterjea Naeb Treasurer × an old servant dependant of the Treasurer's father.

× I exclude the Treasurer because he was suspended so also Radhapersaud Roy who had resigned.

Koonjbeharree Roy the head Seristadar, whom I have described above and who is I understand an old dependant of Rammohun Roy the father of Radapersaud.

Lolla Mudden Gopaul the 2d Seristadar vice Radapersaud, and a dependant of his.

Govindpersaud Roy Abkaree Darogah, a cousin of Radapersaud's.

Ramchunder Gangooly also a near relation of Radapersaud Head Record Keeper a boy of about 18 or 19 years of age apparently.

Ramhurree Mitter Stamp Darogah formerly an officer of the Collectorship but previous to his appointment to be Stamp Darogah he had been in the service of Rammohun Roy.

Para. 11th. From the above statement Government will observe that every important post in the office was filled by some one connected with the family of Radapersaud, and that the Treasure, stamps, opium and records were completely under their command.

Para. 12th. I immediately went to Mr. Digby and requested that

he would make over to me the Security Bonds of the Treasurer, the Stamp Darogah and Abkaree Tuhseeldar; that of the Treasurer he produced at once, and I find it to be only a Malzamine no security for his personal appearance having been taken; the Security Bonds however of the Stamp Darogah and Abkaree Tuhseeldar could not be found without a reference to Radhapersaud Roy, who being called referred us to his cousin Ramchund Gangooley from whose hands I received them.

Para. 13th. Mr. Armstrong next proceeded to take an account of the copper pice it would have taken 3 or 4 days to count them singly, and as they were nearly all new coins the mode we adopted was to count out 2000 first, we then got 2 new bags of equal weight put the 2000 into one and weighed all the rest in the other bag the result gave in value 450Rs. 9as. 10gs. more than had been estimated at Mr. Hutchinsons inspection of the 26th. Ultimo.

Para. 14th. Upon looking over the seah account however it was discovered that in the credits entered on the 22d July there had been an error of 1000 Rs. made (whether purposely or not does not yet appear) in the addition—instead therefore of the statement of the Balance and deficiency contained in Mr. Digby's first report to the Board and which I note in the margin* the following is the correct account on the 26th July viz.—

*Balance as per accts. of the Treasury.
160593. 12. 8. 3.
counted by Mr. Hutchinson viz.
Bank Notes— 6083.
Silver— 9850. 4.
Pice estimated— 8300.
Total— 24233. 4.
Deficient— 136360. 8. 8. 3.

Balance as per Treasury accts	...	1,61,593.	12.	8.	3.
		Counted			
Bank Notes	... ...	6083.			
Silver	... ...	9850.	4.		
Copper	... ...	8750.	9.	10.	
Total in hand	... ...	24683.	13.	10.	
Deficient	... ...	135909.	14.	18.	3.
Total as per account	... ...	161593.	12.	8.	3.

Para. 15th. I call the above the correct statement, but it is only to be taken as correct as far as the figures go, for of the 24683. 13. 10. found in the Treasury there are to the value of 800 Rs. in forged

notes 19 bad rupees and to the value of 34 Rs. short weight making 853 Rupees under these items to be demanded from the Treasurer as well as 617 Rs. 12 as. as short weight on a remittance of 2 lacs to Moorshedabad and 411 Rs. 2 as. which had prior to the 24th July were carried to account as embezzled by the former Treasurer Deby persaud Sircar but without any* fair reason that I have yet been able to discover total demandable from Sheebnarain Roy.

* Deficiency as above ...	136909. 14. 18. 3.
Forged Notes and Base coins	853.
Short weight on Moorshedabad remittance ...	617. 12
Wrongfully charged to Daby Sircar ...	411. 2
	138791. 12. 18. 3.

Para. 16th. On examining the accounts of receipts and disbursements subsequent to the 26 July they all appeared correct, under this head Mr. Armstrong took charge of

Bank Notes	...	1678
Silver	...	53. 14. 1. 2.
Total Rs.	...	1731. 14. 1. 2.

Para. 17. We next examined the Department of Stamps Mr. Armstrong counted every paper and found the supply in store to agree with the statements given in by the Darogah, but upon demanding his accounts he said they were not complete for that he had paid the sum of Rs. 5186. 5.10. produce of sales into the Treasury but was not allowed credit by Seebnarain the seah accounts on being examined shewed no such credit and as he had no receipt I directed Mr. Armstrong to refuse him credit for it and to demand it as well as any additional sum which should prove due on an examination of his accounts and in the event of his refusal to pay to suspend and make him over to the Judge as a revenue defaulter to be confined in the Civil Jail.

Para. 18. Next in order came the Abkaree Tuhseeldar. The sum demandable from him for Assar according to his Towjee was 4451. 3. 5 . of which he had realised as per account delivered in, Rs. 3124. 11. 5. and of this he paid in at once to Mr. Armstrong in cash Rs. 1227. 2. 5. leaving a Balance* of collection, of 1987. 12. 5. which he said he had paid to the Treasurer but as we found no trace of it on referring to the seah accounts we proceeded against him as in the case of the Stamp Darogah.

* The outstanding collections to be made are separate they amount to 1355. 2. 5. and of course the whole of these accounts must be subjected to a comparison with the Mofusil ones.

Para. 19. As connected with this branch I must also state that we

took an account of the opium the Tuhseeldar gave his account which shewed as follows—

		Mds.	S.
Balance on 30th June	...	2	— 23
Deduct for envelopes & wastage	...	1	— 37
Sold in July ...	...		— 4
Balance in hand ...	...		22 seers

and on weighing what was in store we found (without accurately scraping the chest it was in which might have given from one fourth to half a seer more) 28 seers, the deduction for wastage and envelopes seems to me to be very large, but I could not at the time lay my hand on any record in the office to enable me to form an accurate Judgment on the point and the envelopes had been destroyed, I suspect however that the account is not a fair one, not only because we found 4 seers more than the accounts* shewed, but because in the Treasury acccounts sent monthly to the Presidency I observe that they have only entered as opium in store 1 md. 23 seers instead of 2 mds. 23 seers and upon my insisting on the rough copy of that account in English being produced by the head writer I found that in it the amount of 2 mds. 23 seers had been written but the first figure 2 was afterwards altered to 1 thereby leaving an inference that they intended to embezzle 1 maund—under the uncertainty however of what is a fair deduction for wastage and envelopes I cannot say how much if indeed any thing is to be considered as deficient under this branch of the Abkaree Department.

*They shewed 6 seers more but 2 seers were accounted for as having been returned from the Mofusil venders.

Para. 20. I shall here recapitulate what sums are to be recovered under the detail I have above given.—

First deficiency reported on 26 July	...	1,36,360. 8. 8. 3
Mistaken in adding up the credit in seah of 2nd July	...	1000
Short on remittance to Moorshedabad	...	617. 12
Wrongly credited to the old Treasurer	...	411. 2
By price of stamps unaccounted for	...	5186. 5. 10
By Deficient on Abkaree collections	...	1987. 12. 5.
By loss on forged Notes and base coin in the sum accounted 24 July	...	853
Toal Sicca Rupees	...	1,46,416. 8. 3. 3.
From which deduct surplus copper	...	450. 9. 10.
Total to be recovered	...	1,45,965. 14. 13. 3.

Para. 21. I trust the above will be sufficient to shew the state in which we found the departments of account and with respect to the ceremony of taking charge it only remains to be stated that the whole of the English department is in the utmost state of confusion all the letter books and Indexes for months not brought up and the native records in such a state of chaos that it will be a long time before they can be put to right again, besides which the Collectors signature is not affixed to the English account shewing the receipts disbursements and balance of each day and which it is usual to sign daily when the Treasury is short, since the 23d August of last year.

Para. 22. I trust the detail which I have above given will satisfy his Lordship in Council.—

First—That the office of the Burdwan Collectorship stands in need of the most thorough reformation.

Secondly—That the most prompt and vigorous measures are necessary to recover the sums embezzled and to bring to justice the parties by whom this disorganization has been brought about.

Para. 23. It will I am sure be readily admitted that Mr. Armstrong and myself have had to discharge a most painful and distressing duty, we have endeavoured to perform it with fairness to every person concerned and I trust with a proper consideration for the interests of Government we therefore hope that we may with confidence anticipate the support of the Revenue Board and of Government in the measures we have adopted for the purposes of recovering the amount embezzled, punishing the delinquents and bringing the office into some state of order.

Para. 24. Mr. Armstrong having examined every thing, finally took charge and granted the usual receipts to Mr. Digby on the evening of the 11th Instant and on the following morning in pursuance of my suggestions made the following arrangements.

Para. 25. Ramdhun Chatterjea, Ramchunder Gangooley, and Pittumber Chatterjea were suspended from their situations and forwarded to the Magistrate charged with being active accomplices in the embezzlement of the Public Treasure with Seebnarain Roy and Radapersaud Roy who were already before the Criminal Court on that charge.

Koonjbeharee Roy the head Sheristadar and Lolla Mudden Gopaul the acting 2d Seristadar were, the former suspended both on the ground of his connection with Rammohun Roy and his total incapacity and the latter removed (being only officiating) as being connected with the delinquents.

The Stamp Darogah and Abkaree Tuhseeldar have likewise been removed both on account of their default and as connexions of Rammohun Roy.

Para. 26. Mr. Armstrong has not yet I regret to say been able to find a proper person as Treasurer, in he unsettled state in which matters are at present no body likes to stand forward and I do not wonder at it for greater confusion I suppose never existed. At present therefore Mr. Armstrong keeps the key himself; of a morning on going to cutcherry he opens the Treasury and takes out a small sum to answer demands and an old Mohurer who has been in the office many years superintends the daily receipts and disbursements which go on in view of the guard and at night the balance left is locked up by Mr. Armstrong who will of course report to the Board when he can find a fit man to be made Treasurer.

Para. 27. I have before adverted to certain Proceedings which were held at the Collector's office after the Treasurer had given his petition to Mr. Hutchinson if other evidence were required a perusal of these proceedings alone would be enough to satisfy any person that altho' they were held in Mr. Digbys presence (that is while he lay in a state of exhaustion and debility on his bed) still they were entirely regulated by Radapersaud Roy the whole scope and tendency of every question and answer, aiming, not to elucidate the details of an embezzlement but to exonerate Radapersaud, to shew that he did not frequent the Treasury, and that in consequence the whole blame of the embezzlement must fall on Seebnarain Roy not one witness is sworn on the Ganges water or Koran, but all of whatever cast or degree are admitted on Hullufnameh, and the manner in which the whole matter has been got up shewing at once the design in view.

Para. 28. With regard to the opposite assertions of Seebnarain Roy and Radapersaud Roy my belief as to the real case is that Radapersaud having established (and he most unquestionably possess it to the present moment) a complete ascendancy over Mr. Digbys official opinions, when a new Treasurer was required sought out one of his own friends to share what he could make Rajiblochun Roy a man of some landed property was chosen, he went security and his son then only about 18 or 19 years of age, if so much was made the nominal Treasurer and Ramdhun the Naib an older hand shrewd and of some experience was sent to work the machine—as long as matters went on smoothly each made his profit and they were friends, but when the sudden demand for money for the Moorshedabad remittance

and the commercial assignments as well as the coming of a new Collector rendered it impossible longer to conceal the true state of things, Ramdhun advised the Boy who had been committed to his charge to save himself by accusing Radapersaud—the earnestness with which the appointment of Seebnarain to be Treasurer was urged in opposition to the repeated objections raised by the Board of Revenue in a correspondence which lasted from 3d September 1822 to 9th December 1823 shews that some one had a very strong interest in getting the point carried, and the fact that the original drafts of the first* letter to the Board is not to be found in the office and that the Draft of the 2d* letter is neither in Mr. Digbys own hand writing or in that of any of the established writers of the office, none of whom can tell whose hand it is lead strongly to the inference that Mr. Digby had been led in this as in other case.

* dated 3rd Sept. 1823

* dated 26th Dec. 1822

Para. 29. Another instance of this appears in the case of Debnarain Bose the former head Seristadar who was dismissed from his situation evidently by a combination formed against him by Radapersaud Roy and his adherents, Debnarain had been 35 years an officer on the Collectors Establishment was intimately acquainted with all its details and was considered by Mr. Elliot the former Collector (whose efficient discharge of his duty was calculated to render his Judgment pretty accurate) as not only the most useful man on the Establishment but also as the most upright native he had met with, this man at the head of the office interfered with the views of Radapersaud and his adherents and his ruin was consequently determined on it—is rather remarkable however that nothing was made good which tended to affect his honesty, and his final dismissal is recorded on the proceedings of the Board of Revenue to be grounded on the circumstances of the Collectors having declared he would place no confidence in him, and the Board felt unwillingly to force upon a Collector a man in such a responsible situation whom he had declared he could not trust.

Para. 30. The notoriety of the Cabal by which this man lost his situation, his former services as a Government officer, the excellent character he bears among all classes of the natives, and my own knowledge of his experience and fitness in Revenue matters, added to the circumstance that Mr. Armstrong never having charge of a Collectorship, would find considerable difficulty in setting matters to right with a new person unacquainted with the office at the head of the native department, have induced me to consider Debnarain Bhose

as the fittest person to be placed in the situation of Head Seristadar, and Mr. Armstrong fully concurring with me in opinion had nominated him to officiate, and will of course report to the Board upon this and the other appointments he has made.

Para. 31. It would not be understood by what I have said to question the justness of the orders passed by the Revenue Board on Debnarain Bhose's dismissal—I am aware that when a Collector deliberately asserts that he can place no confidence in his Head native officer, it would be difficult for the Board to act otherwise than they did—on the other hand the dismissal of an old officer who has maintained an honest character for 35 years under every charge of Collectors on the sole ground above stated, may perhaps be considered very doubtful policy, as tending to affect the respectability of our native establishments, and I trust that the circumstances which have now come to light will induce the Board of Revenue to restore Debnarain Bhose to the situation which he formerly held.

Para. 32d. There are a number of the inferior officers whom, as being relatives or dependants of Radapersaud and Seebnarain Roy it will probably be necessary to remove, this however Mr. Armstrong can do a little more at his leisure the chief delinquents having been removed the others are at present placed under sufficient control to prevent their doing harm.

Para. 33d. I now come to the subject of realizing the deficiency. I have already stated the measures which I have directed Mr. Armstrong to take in regard to the Abkaree and Stamp department. In regard to the sum due from the Treasurer I beg to state that Mr. Digby had before I reached the station issued an attachment against his real and personal property which was specifically pledged in the Malzaminee bond. This attachment has been sent to be served in Zillah Hoogly, and before I take any further measures, I am waiting the return of the officer sent to carry it into execution. I have been further induced to postpone taking any immediate steps in this matter by having heard that the surety who is the Treasurers father, had actually raised a great part of the money, and was about to pay it into the General Treasury at all events as his real property is pledged as per schedule annexed to the Bond all alienation of it will be invalid and therefore I consider the realization of the deficiency as certain.

Para. 34. Four individuals have been made over to the Magistrate besides the Treasurer—his conviction is certain his youth has excited much commisseration as he is considered to have been led

into the scrape by Radapersaud, this however does not and cannot weigh with me as a prosecutor on the part of Government. It is my duty to have him convicted and the Court may if they deem fit recommend his being pardoned afterwards.

Para. 35. From detached portions of evidence, which I hope a patient examination of the accounts (irregular and mutilated as they are) will enable me to connect and bring into Court with effect.—I have great hopes that the other four delinquents will be convicted of such an active participation in the embezzlement as will make them punishable for aggravated fraud under the Mahomedan Law—It is fit however that I should inform Government that the Treasury records which have been made over to me are in a very imperfect state, the Omlah declare that there was no register of Bank Notes kept, and the Rokher behi one of the most important in the series of Treasury accounts is not forthcoming—I propose however to go into a very minute examination of what I have been able to get as the greater part of the embezzlement appears to have been effected by abstracting Bank Notes from the Treasury I think I may be able to supply from other sources what is wanting, to trace numbers and amount, in the Collector's Records. In these cases a good train of documentary evidence is of the first importance in as much as when produced it forces the truth from a witness connected with it who would otherwise hesitate to say what he knew to be true when its validity rested solely on his own assertion.

Para. 36. At all events his Lordship in Council may rely on it that no exertion on my part shall be spared in getting if possible completely at the Bottom of this case.

Burdwan
14th Aug. 1824.

I have &ca
(Sd) E. Molony
Supt. & Remembrancer

P. S. Since writing the above I have the honor to state that a great quantity of papers in a defaced and illegible state have been discovered in two tanks near to Radapersauds house they had been sunk in a bundle apparently with bricks, and having been many hours in the water before they were discovered, little or nothing can be made of them at all events at present; I picked out from the mass however some detached portions of papers in Mr. Digby's handwriting, part of the draft of an official letter regarding stamps and the form of Dawk chelan immediately the thing was discovered Mr. Hutchinson proceeded to the spot accompanied by myself and his native

officers, and the whole circumstances under which the papers have been found were recorded on the criminal proceedings. *

176. Collector of Burdwan's letter to the Board forwarding copy of Molony's above report, (16 August, 1824).

Sir,

I have the honor to forward for the information of the Board of Revenue the accompanying copy of a report addressed to Mr. Secretary Mackenzie by Mr. Molony on the subject of the late embezzlement which has taken place in the Treasury of this Collectorship.

P. 2d. The forwarding of this report will bring to the early notice of the Board the confused state in which I found every department of this office, as well as the necessity which existed for my taking charge with the utmost precaution. In consequence of the extreme debility under which Mr. Digby laboured I at once saw the hopelessness of gaining from him any essential information I therefore scrutinized every department with the most jealous observation and on the evening of the third day's examination granted the usual receipts.

P. 3d. During the prolonged operation of taking charge I had not only an opportunity of acquiring an insight into the character and conduct of the principal Omlah, but also fleaming pretty accurately the individuals who were more or less concerned in the aggravated fraud on the public property, this knowledge led me to a ready concurrence in Mr. Molonys suggestions as specified in the 25th Paragraph of his report being thoroughly convinced that the enormity of the case called for the immediate adoption of the most decided, vigorous and prompt measures. Consequently the three following native officers were made over to the Magistrate charged with being active accomplices in the embezzlement of the public Treasury—Ramdhun Chatterjea, Naib Khazanchee, an able intelligent servant of the Treasurer, but a coadjutor of Radapersaud Roy; Ram Chunder Gangooly Record Keeper and a near relation and dependant of the latter; together with Petumber Chatterjea head writer evidently an accomplice and participator in the late fraudulent transactions.

P. 4. Koonjbiharee Roy the head Seristadar was dismissed on the same day, on the grounds of his being utterly incapable of performing the duties of his situation and certifying in open court his unacquaintance with all the Documents in the sherishta and with all orders that had been passed by the Collector, thus registering his own incapacity

* Board of Revenue, Procgs. 31 August, 1824, No. 31.

and being besides a connexion of the family of Radapersaud Roy. The Naib Sheristadar was removed having only been nominated to the situation in room of Radapersaud who had resigned on the 30th Ultimo.

P. 5. To these two vacancies I have nominated Debnarain Bose as head Sheristadar and Mirza Hyder Allee as Naib, being two men not connected by any tie whatsoever, the former as having been public servant in the Collectors office for the space of 35 years, bearing an excellent character possessing every requisite that is desirable in a native public servant and recommended to me most strenuously by Mr. Molony—The Roobacaree in which the Board sanctioned his removal states that their approval was given on ground of Mr. Digby's want of confidence in him. The latter Mirza Hyder Allee I nominated upon my personal knowledge of his excellent character having been Sheristadar of the Court to which I was register at Tirhoot, where he remained until the office was done away with, on the plea of a second register being no longer necessary, as a separate Judge and Magistrate had been appointed for the performance of the duties of the above Zillah in addition to his claim he had previously been 10 years a Moonshee of the College of Fort William and on the reduction of the Establishment 1821 obtained from the College Council a certificate testifying his acquirements and the Councils approbation of his uniform good conduct—these reasons will I trust satisfy the Board that in selecting these men for their respective duties I have had only in view the benefit of the public service and will I hope induce them to confirm Debnarain Bose and Mirza Hyder Allee in their present situations.

P. 6. In adverting to the latter part of the 25th Paragraph of Mr. Molony's report I beg to state that I consider it my duty under the circumstances which I have taken charge to make over all such defaulters to the jurisdiction of the Civil Court. The Abkaree Tuhseeldar after the examination of his accounts was desired to make up the deficiency and upon his refusing so to do he was sent to the Dewanee Jail as directed by the Regulations. The Stamp Darogah has been placed under the Nazir of my office and shall be proceeded against in a similar manner on completion of his accounts in case he refuses to make good the deficiency—both mention that they paid the respective sums to the Treasurer but as they possess no receipts and an entry of the sums is not made in the Seah I of course must recover the money from them, when they will be at liberty to prosecute the Treasurer after he has satisfied the Government claims.

P. 7. As yet I have not been able to procure a Treasurer and I apprehend much difficulty in selecting a fit and proper person for so responsible a situation at present I attend myself to the receipts and disbursements retaining in my own possession the keys of the Treasury I shall report for the information and orders of the Board as this and other vacancies are filled up.

P. 8. The English as well as the Persian and Bengallee records are in a most confused state and I fear that many letters from the Board are missing and as no copies have been taken of the letters dispatched from this office I cannot distinguish what letters have or have not been answered. I therefore beg you will with the least practicable delay forward me the numbers and dates of those letters to which you have not as yet received any reply.*

177. Mr. Molony's letter to the Magistrate of Burdwan forwarding a memorandum re: Radapersaud's Case. (17 August, 1824).

Sir,

As connected with the case of Radapersaud Roy I have the honor to forward a memorandum containing the numbers and amount value of several Bank Notes which were paid into your Treasury on account of that Individual when he purchased the estate of Lot Needheepore at the Registers sale in May 1823.

The Notes were paid in by Muddhoo Soodun Chowdry whose signature you will observe is affixed to the memorandum, which I request may be filed on the record of the case; and as I have strong ground to believe that these Bank notes form a part of the sum which has been embezzled from the Collector's Treasury, I request that Muddoosoodun may be immediately examined on oath as to whom he received the Notes from, and generally, as to the fact of whether or not they were abstracted from the Government Treasury.†

178. Governor General in Council's reply to Mr. Molony's above report. (20 August, 1824).

Sir,

I am directed by the Governor General in Council to acknowledge the receipt of your letter, dated the 14th Instant, and to inform

* Board of Revenue, Procgs. 31 August, 1824, No. 30

† Records of the Burdwan Collectorate (Jud), Vol. 43

you that your proceeding on the occasion are entirely approved, and that the several arrangements suggested to Mr. Armstrong appear to be judicious and proper. His Lordship in Council is happy to learn that, there is so good a prospect of realizing from the Treasurer's surety the amount embezzled. You and the acting Collector will of course continue to use every exertion to secure its entire recovery and the punishment of the guilty parties.

2. As to Mr. Digby (who still of course must stand responsible for the amount deficient)His Lordship in Council postpones passing any further orders, until he shall receive the report which it will of course be the duty of the Board of Revenue to submit, at as early a period as practicable, after such communication with the Acting Collector, the Revenue Accountant, and Mr. Digby himself as they may deem it necessary or proper to hold.

3. The following points appear especially to require explanation from Mr. Digby, and the Board will accordingly be desired specifically to call upon that gentleman to submit an explanation on the subject of them.

First. How he came to appoint and continue in office the Treasurer and Sheristadar, if so inefficient as is stated.

Secondly. How he came to allow a single family, to occupy almost every situation of trust and importance, and particularly on what grounds he urged the dismissal of the late Sheristadar Debnarain.

Thirdly. How it happened that, the Accounts and records were kept in so imperfect and confused a condition, and left so little protected.

Fourthly. How it happened that the Notes of private Banks, and forged Notes were received into the Treasury.

Fifthly. Whether Mr. Digby ever examined his treasure, and how often and when he last examined it.

Sixthly. If, as would appear, he was in the habit of doing business otherwise than in his public Cutcherry, how he thought himself justified in doing so, and particularly if he ever held a public sale otherwise than at his office.

Seventhly. How often in the course of the past year, he failed to attend his Cutcherry on days open for the transaction of public business, and when he last attended his office antecedently to his recent application for leave of absence.

Eighthly. How he justified to himself the proceeding adverted to in the 5th and 27th paragraphs of your letter viz. the directing or

sanctioning the examination conducted by Radapersaud, while he (Mr. Digby) lay on his bed and his accepting the resignation of that Person.*

179. Government Secretary's letter to the Board of Revenue forwarding copy of the above reply. (20 August, 1824).

Sir,

I am directed by the Governor General in Council to transmit to you, for the information and guidance of the Board, the accompanying copy of a letter, this day addressed to the Superintendent and Remembrancer of legal affairs in reply to a report, of which it is understood a copy has been already furnished to the Board.

2. The Board will of course lose no time in completing the further enquiries which it belongs to them to prosecute.

3. You are requested to inform the Board that, Mr. Molony has been authorized and directed to conduct in person the prosecutions, which he may judge it necessary to institute against the Treasurer and other Native officers of the Burdwan Collectors Establishment, who appear to have been concerned in the embezzlement of the public money.†

180. Board's reply to the Offg. Collector of Burdwan's letter re:Burdwan affairs. (20 August, 1824).

Sir,

I am directed by the Board of Revenue to acknowledge the receipt of your letter of the 11th Instant reporting that you had received charge of the Collectorship of Burdwan from Mr. Digby, and stating that the Balance of cash in the Treasury including Bank Notes amounted to Sa. Rs. 26574. 13. 1. 2.

2d. In this sum it appears that you include Notes of the Commercial Bank to the extent of 100 Rupees and of the Hindoostanee Bank to the extent of 509 Rupees also forged Bank Notes, tho it does not appear of what Bank valued by you at 800 Rupees.

3d. By an Advertisement published under the authority of Government in the Calcutta Gazette of the 18th June 1807 the Collectors of Land Revenue and others were authorized "to receive the Notes of the Bank of Calcutta"

dated 17th June

* Board of Revenue, Procgs. 31 August, 1824, No. 33.

† Board of Revenue, Procgs. 31 August, 1824, No. 32.

now the Bank of Bengal in payment of the Revenue and of all other Public Demands. No such authority has however ever been granted for the receipt of any other description of Bank Notes. The tender of scuh other description therefore was clearly illegal and the Collector was wholly unjustified in receiving into his Treasury the Notes of either the Bank of Hindoostan or of the Commercial Bank.

4th. Under the peculiar circumstances of the case the Board will not object to the course you have pursued in including the Notes alluded to in your Receipt but they desire if you can ascertain from whom these notes were received that they be returned to the parties, and that they be required to make good the amount in paper money otherwise that the late Treasurer be held responsible for any charge which may be incurred in exchanging the Notes for Sicca Rupees or Notes of the Bank of Bengal.

5th. The more regular plan however would have been for you to exclude the Private Notes altogether from the Balance in the Treasury and to retain them in Deposit as an asset of the Treasurer until the amount of them might be realized.

6th. With regard to the Forged Notes the Board do not understand on which principle you have valued them at 800 Rupees. If the Notes are wholly forged they can be of no value at all, if on the other hand they have been partly altered and a larger sum substituted in the body of them, then the sum for which they were, originally issued, of course the Bank will only receive them as equal in value to the sum last adverted to.

7th. It cannot moreover be necessary to state to you that a Forged Note is not a legal Tender—The Board accordingly desire that you will if possible immediately require the persons from whom they were received to make good the amount and in the event of your not being able from the unfortunately confused state of the Records of your offce to obtain this information, that the amount of the Notes, deducting in the event of the Notes having been only partially altered the original sum for which they were issued be recovered from the late Treasurer and his sureties.

8th. This last order of course only applies if the Notes have been issued by the Bank of Bengal. If they are Notes of a Private Bank the Treasurer and his sureties must in the event of your being unable to trace who paid them into the Treasury, be held responsible for the full amount for which they were received.

9th. The Forged Notes however ought also to have been excluded from the Balance in the Treasury and retained in deposit until the amount for which they were received might be adjusted.

10th. The Board accordingly desire that you will forward to them a full report on this subject with as little delay as possible consistently with due enquiry.

11th. In taking charge of the Collectorship you appear to have overlooked the orders circular of the Board of the dates noted in the margin. You will accordingly be pleased to forward to the Board the Receipts and Reports required by these orders.*

19 February, 1819.
11 July & 13 Oct. 1820.

181. Acting Sub-Treasurer's letter to the Board informing of his having received payment of one lac of rupees a/c Rajiblochun Roy. (24 August, 1824).

Sir,

In answer to your Letter of the 23d Instant I have the honor to inform you that the sum of Sa. Rs. One Lack has this day been received into the General Treasury, from Ramkishn Sumoohdar Mokhtar of Rajeeb Lochun Roy marafut Dwarkanath Thakoor stated to be on account of Rajeeb Lochun Roy security for Sheeb Narain Roy, Late Treasurer of the Burdwan Collectorship, and in part of the amount for which Rajib Lochun Roy's Lands have been attached, in consequence of the late Deficiency in the Burdwan Treasury.

In Bank Notes...1,00,000†

182. Board's letter to the Collector of Burdwan informing of the above payment. (24 August, 1824).

Ordered that the following letter be written to the Collector of Burdwan.

To

Collector of Burdwan

Sir,

I am directed by the Board of Revenue to transmit to you the annexed copy of a Letter addressed by me on the 23d instant to the Sub Treasurer and of a letter from that officer of yesterdays

* Board of Revenue, Procgs. 20 August, 1824, No. 15.

† Board of Revenue, Procgs. 24 August, 1824, No. 54.

date to my address regarding the payment into the General Treasury of the sum of One Lac of Sa. Rupees stated to be in part of the deficiency in the Burdwan Treasury for which the Lands of Rajib Lochun Roy have been attached.*

183. Govt. Secretary's letter to the Board of Revenue forwarding copy of their letter to Mr. Digby. With enclo. (27 August, 1824).

Sir,

With reference to the communication made to the Board on the 20th instant, I am directed by the Governor General in Council to transmit to you for their information, the subjoined copy of a letter addressed to Mr. Digby on the present date, in reply to an application from him for leave of absence to enable him to proceed to the Cape of Good Hope.†

Enclo:

To

J. Digby Esqre.,

Collector of Burdwan at Calcutta.

Sir,

I am directed by the Governor General in Council to acknowledge the receipt of your letter dated the 22nd Instant and to return to you the Medical Certificate which accompanied it, that the same may be countersigned by a Member of the Medical Board.

2. I am further instructed to inform you that, before leave of absence is granted, it will be necessary that you should furnish security for the payment of any part of the deficit in the Burdwan Treasury, which may not be made good by the Treasurer or his surety.

3. His Lordship in Council would also desire to receive before your departure, the explanations for which the Board of Revenue has been directed to call upon you.

I am &ca.

Council Chamber
The 27th August, 1824

(Sd.) H. Mackenzie
Secy. to the Govt.

(A true copy)

(Sd.) H. Mackenzie
Secy. to the Govt.

* Board of Revenue, Procgs. 24 August, 1824, No. 55.

† Board of Revenue, Procgs. 31 August, 1824, No. 34.

184. Offg. Collector of Burdwan's letter to the Board re: durkhaust of Thakoordoss Huttee. (30 August, 1824)

Sir,

I have the honor to forward for the information and orders of the Board the accompanying copy of a Durkhaust of Takoordoss Hattee and beg to state that I have gone through the whole of the investigation and find that the Petitioner was not present during any stage of the trial. The charges of bribery and extortion are of a very serious nature nor was the trial conducted with the circumspection necessary in so important a case.*

185. Board's letter to Mr. Digby asking for explanation on several points in Mr. Molony's report on the Burdwan embezzlement affair. (31 August, 1824).

Ordered that the following letter be written to the Collector of Burdwan.

Sir,

I am directed by the Board of Revenue to transmit to you the accompanying extract from a report submitted by Mr. Molony to Government of his investigation into the circumstances connected with the late defalcation in the Burdwan Treasury, and to request that you will forward to the Board, at as early a period as you conveniently can, a full explanation on the several points noticed below.

2. Previously, however to stating the particular points on which your more immediate explanation is required, the Board cannot avoid expressing their deep regret at the circumstance stated by Mr. Molony of the disorder prevailing apparently in every Department of your office, and their hope that you will be able to afford such answers to the questions hereafter detailed, as will at all events in some degree exonerate you from the heavy charge of total inattention of your duties as Collector which must otherwise in the instances alluded to attach to your official character.

3. For the sake of more ready reference the Board will, as far as possible, advert to the matters under discussion in the order in which they appear in Mr. Molony's Report.

4. It will be in your recollection that a Petition was presented to the Board by Shannuk Loll Tewary regarding, among other things, an alleged and very considerable defalcation in your Treasury in the past year, when the Board required a particular explanation of the allegations stated in the Petition. In reply to these orders you forwarded to the Board two reports the one dated the 7th and the

* Board of Revenue, Procgs. 24 September, 1824, No. 44

other 13th June 1823 in which you distinctly declared that you had personally ascertained that there was no deficiency in your Treasury. The further special Report, however, promised in your letters, does not appear ever to have been received, and the Board cannot but regret that you should have been so neglectful both of their orders and of your own official reputation as to refrain from prosecuting to the utmost an enquiry into so serious a matter, and which if done with energy and effect might have been the means of preventing the late embezzlement.

5. From the circumstances stated in the petition now presented by Shibnarain Roy the late Treasurer, there is some reason to apprehend, that the circumstances alleged by Tewaree were not wholly without foundation, and that a long concerted plan of fraud and embezzlement may have been practised by your Umlah. The defalcation recently investigated into appears at all events to have existed long before the time it was reported by you to the Board, and it is difficult to understand, if your watchfulness and suspicions were not in the first instance awakened by the Petition before alluded to how you could remain undisturbed by the delay which the Board understand actually did occur (and which you must have been aware ought not to have occurred) in the despatch of the remittance which the Revenue Accountant ordered you to make to Moorshedabad.

Paragraph 3.

6. It is now distinctly stated that this extraordinary delay was occasioned by the embezzlement which had been committed, and it is your duty to explain to the Board the whole circumstances of the case, the proceedings held by you on the occasion, and the measures you in consequence adopted.

7. Seebnarain Roy, your late Treasurer, has endeavoured to excuse himself from all responsibility by declaring that he was not allowed to interfere in the duties of his office, and it appears from Mr. Molony's report, that Seebnarain no less from his youth than from his inexperience was wholly unfit to be entrusted with the superintendence and management of the Treasury; it is, therefore, the Board consider proper in this place to notice the circumstances which preceded Seebnarain's appointment.

8. Your first recommendation of Seebnarain Roy (viz. that he was modest and gentlemanly in his appearance and manners) was such as could never be received by the Board as any proof of his fitness to be your Treasurer, and, in stating to you this circumstance, the Board took occasion to impress on you

Consultation 20th Sept. 1822, No. 5 & 6

the necessity for special enquiry into the requisite qualifications of the Individual proposed for so responsible a situation.

9. On your replying to these Orders, on the 26th December following, the Board again pointed out to you the inexpediency of appointing so young and inexperienced an officer, and they strongly recommended to you to endeavour to select for the situation a person better qualified by age and previous service than Seebnarain seemed to be "to undertake and satisfactorily to fulfil the trust which it involved."

Sheebnarain Roy was at this time stated by Collector to be 25 yrs. of age.

10. The appointment however was again pressed by you on the Board, and the Board consider it essential to quote in the margin* an extract from your letter to them on the occasion.

* On this subject I can safely declare that I cannot find a person combining such qualifications for the situation of Treasurer. For altho' there are many natives to be found of greater age and experience yet I have met none who bears so unexceptionable a character as Sheebnarain Roy and who can produce so respectable a man as Rajib Lochun Roy the security of Sheebnarain Roy who in point of wealth and influence ranks next to the Rajah of this District. I can moreover certify that during the period he has been acting as Khaganchee of my office (now more than a year and four months) he has discharged his duty in a very satisfactory manner I hope therefore that the Board in consideration of the above circumstances will be pleased to confirm Shibnarain Roy in the situation of Khaganchee and that he may continue to discharge his duty with zeal and integrity.

11. In that letter you stated that it was impossible to find any other person combining such qualifications for the situation of Treasurer and that during the period he, Sheebnarain, had been acting as Treasurer of your office he had discharged his duties in a very satisfactory manner. It is difficult to reconcile these statements with the account now given both by Mr. Molony and by Sheebnarain himself. Mr. Molony describes Sheebnarain to look like a boy of 20 years of age, Sheebnarain declares that his age is only 22 years. Mr. Molony states that Sheebnarain declared his "Utter ignorance" on points referred for his explanation, and from the Petition of the Individual himself he it appears, declined on account his youth, and consequent inexperience as it may be presumed, to hold the appointment. Further Sheebnarain declares that since the appointment did take place, he has never been allowed to interfere in the Treasury, and that Radahpersaud in fact (whom Sheebnarain Roy accuses of having made away with the amount deficient) kept the whole controul and management of the Treasury Department, which was only nominally in his, Sheebnarain's, hands.

12 The appointment of Sheebnarain was ultimately consented to by the Board only in consequence of your strong, repeated, and urg-

ent recommendations. The responsibility of the recommendation must consequently rest with you, and you will, therefore, be pleased to submit to me, for the Board's consideration, whatever explanation you may have to offer in extenuation of your selection and recommendation of Sheebnarain, and at the same time you will distinctly state by whom the Draft of the letter to the Board of the 26th December 1822 was written. The Board hope this draft was not prepared by Radapersaud or any of his family. If it was so prepared, the circumstance must tend to confirm what at present may be justly inferred, that Radapersaud procured the appointment of Seebnarain with the view of having the Treasury under his controul and direction.

See para. 28 of Mr. Molony's letter.

13. It would also appear from the 10th Paragraph of Mr. Molony's report, that all the principal situations in your Collectorship were held by Relations or dependants of the family of Radapersaud the son of Rammohun Roy. This state of things cannot, on any proper principle, be considered otherwise than very reprehensible. The Board, accordingly, desire, that you will submit whatever you have to urge in justification of your having allowed a single family to hold almost every situation of trust and importance in your office.

14. The Sheristadar, moreover, appears equally with the Treasurer to have been perfectly inefficient. It is likewise, therefore, requisite, you should state how you reconciled it to yourself to appoint a person to this high trust apparently so unequal to perform its duties.

15. It will be necessary also that you should explain how you justified to yourself the proceeding adverted to in the 5th and 27th paragraphs of Mr, Molony's report viz. directing or sanctioning Radapersaud's taking examinations whilst you lay on your bed in the state described by Mr. Molony, and your accepting the resignation of Radapersaud against whom such serious charges had been preferred.

Para. 7

Further how it happened that Notes of Private Banks and forged Bengal Bank Notes were received into your Treasury.

Para. 7 & 13

How it happened that the amount of Pice in your Treasury was larger than that stated it is presumed in your accounts, and more than that stated to the Judge when he took charge of the Treasure.

Para. 12.

Why security was not taken from your Treasurer in the manner specially desired by the Board in their orders of the 9th December 1823, and why the security Bond you did take was not forwarded to the Board as then specially directed.

16. The circumstances of the error of 1000 Rupees in the amount credits entered on the 22nd July as noticed in this paragraph, of the large amount of short weight Rupees in the remittance to Moorshedabad, and of the sum of Rupees 411 and 2 as., which had prior to the 24th July been carried to account as embezzled by the former Treasurer you will also consider to require from you a full explanation.

Para. 14.

You will state, likewise, whether you from time to time examined your Treasure, and if so, how often you performed this essential part of your duty also when you last examined it.

From these paragraphs it would seem a very inefficient check was kept over the Stamp, Abkaree, and Opium Departments of your office. You are consequently requested to explain what measures you adopted to secure as far as possible accuracy in the accounts, and otherwise a faithful and regular discharge of the duties belonging to these Departments.

Para. 17 & 19.

19. You will explain how it happened, that the accounts and records of your office were kept in the imperfect and confused condition here adverted to, and you will not fail to refer particularly to the circumstance of a bundle of them having been sunk in a tank near Radapersaud's house. The circumstance of the daily Treasury Account not having been signed by you since the 23d August 1823 and of your not having kept any Register of Bank Notes, requires also your particular explanation.

Paras. 21 & 35.

Postcript

20. At present the Boad have only further to desire, that you will state what plea you have to urge for transacting your public business otherwise than in your public Cutcherry, and particularly for conducting sales in your own private house.

Whether more sales than the one which took place on the 24th July last were conducted in this illegal manner, and if so how many, and on what dates they were held.

How often during the course of the past year you failed to attend your Cutcherry on days open for the transaction of public business, and on what date you last attended your office antecedently to your recent application for leave of absence.

21. I am directed to add that if you should be desirous to refer to any papers in the Board's office to enable you to reply to this Despatch, they will be allowed you on your calling there on any day that may be convenient to yourself.*

* Board of Revenue, Procgs. 31 August, 1824, No. 34A.

186. Board's letter to the Judge at Burdwan re: Govindpersaud Roy's plaint. (31 August, 1824).

The Acting Secretary lays before the Board a plaint received unaccompanied by any communication in English from the Judge at Burdwan.

Ordered that the following letter be addressed to the Judge at Burdwan.

To Judge at Burdwan
(No. 3341)

Sir,

I am directed by the Board of Revenue to acknowledge the receipt from you of a Plaint filed in your Court by Govind Persaud Roy late Abkarry Darogah of the Burdwan Collectorship and to acquaint you that a copy of the Plaint has been forwarded to the Acting Collector for his report. On receipt of the Collector's reply the Board will determine in regard to the defence or otherwise of the suit as required by Regulation 11 of 1814 sec. III.

2d. I am desired to add that the plaint was unaccompanied by any communication in English from you.*

187. Board's letter to the Offg. Collector of Burdwan re: Govindpersaud Roy's plaint. (31 August, 1824).

Ordered that the following letter be written to the Officiating Collector of Burdwan.

To Offg. Collector of Burdwan.
(No. 3340)

Sir,

I am directed by the Board of Revenue to transmit to you the accompanying copy of a plaint filed in the Zillah Court of Burdwan by Govind Persaud Roy late Abkaree Darogah of your District, and to desire you will furnish a report in English of all the circumstances of the case, together with a copy in Persian of the reply which you would propose to be made to the Plaint.

2. On a consideration of these papers you will be furnished with instructions regarding the mode of proceeding which may be deemed proper to adopt.†

* Board of Revenue, Procgs. 31 August, 1824, No. 41

† Board of Revenue, Procgs. 31 August, 1824, No. 42

188. Offg. Collector of Burdwan's letter to the Board forwarding copy of the proceedings held by him. (4 September, 1824).

Sir,

In continuation of my letter under date 31st ultimo I have the honor to forward herewith for the information of the Board a Copy of the proceedings held by me in the presence of Mr. Molony on the Agent of Rajiblochun Roy paying into this Treasury the sum of Sicca Rupees 2,431. 4. 10 in full of all demands as yet proved against him as surety for the late Treasurer.

P. 2d. From a perusal of the Roobacaree the Board will see the line I have adopted with respect to the private Bank Notes 500 being returned in lieu of money realized on a forged Bank Note to that amount and the remaining one hundred and nine Rupees in private Notes has this day been given in exchange for their value in Sicca Rupees. The remaining three one hundred Rupee forged Notes shall be paid to the surety.

P. 3d. The surety Bond of Rajib lochun Roy I have retained in my possession on the grounds of there being still some more sums demandable from the Treasurer; as in the years 1822, 23 and 24 several servants of this Office died and many were dismissed: but the vacancies were not filled for some time. The Monthly allowances of those situations whilst they remained vacant should have been brought to the credit of Government but in no one instance have such sums been accounted for—the mode of keeping the accounts in this office is as follows. The monthly allowance for the whole establishment is entered as being paid out but in case of vacancies occuring as above detailed the money is re-entered under the head "refund." In addition to this some of the Omlah have petitioned me for their salaries for past Months which they state they have not received, but as no regular receipt Book has been kept I have called upon the late Treasurer for an explanation: and if he cannot produce receipts he must make good the demands of these individuals.

P. 4th. On having learnt the circumstances as particularized in the above Paragraph I immediately made them known to Mr. Molony in order that he might take such steps as he deemed necessary for recovering the amount. I have no doubt but the claims of the Omlah will be adjusted without delay and the money due to Government on account of the said vacancies will be readily refunded by the surety of Seebnarain Roy.*

*Board of Revenue, Procgs. 24 September, 1824, No. 42

189. Offg. Collector of Burdwan's letter to the Board re: Burdwan affairs. (7 September, 1824).

Sir,

I have the honor to forward herewith for the information and orders of the Board a Copy of a Roobucarree in which Mr. Digby has cancelled a balance of Sicca Rupees 15.13.10. arising from the licences of venders of spirituous liquors for the Month of September and October of last year this appears to have been done on the soouries representing the losses they had sustained in consequence of the inundation.

2d. When examining the accounts of the abkarree department I found the above sum for the said Months noted as cancelled but on referring to the Native and English records I could not find any orders of the Board sanctioning Mr. Digby's proceedings and without such orders I am unable to recognize the balance in question as annulled.

3d. In prosecuting my enquiries the late abkarree Tuhseeldar Gobindprusad Roy had in conjunction with Seetanauth a Mohurrer in that department summoned the assamees to their private residence and notwithstanding the orders that had been passed by the Collector enforced full payment from some and part from others of the balance due without granting the usual receipts and appropriated to themselves the money thus realized.

4th. The above circumstance has been clearly detailed in a course of evidence that I have taken and confirmed by the deposition of witnesses as likewise a shameless mode of extortion practised by the said abkarree Tuhseeldar in the open face of day. It appears that on every Pottah granted by the Collector this Govindprusad Roy received from the soury, five, four or three rupees according to the amount of the licence—he established a regular and fixed selamee on each Pottah—I am inclined to believe that this imposition did not originate with him and that his predecessors had been in the habit of extorting money in a similar manner but certainly with much more caution and on a smaller scale.

5th. In 6th Paragraph of my letter to your address under date 16th Ultimo I stated for the Board's information that the abkarree Tuhseeldar had been sent to the Dewanny Jail on his refusing to make good the deficiency therein specified. The charges now under consideration are of a criminal nature consequently I have requested the Magistrate to summon him from the Dewannee Jail and put him on his trial in the Foujdarree Court: the result of which will, I have little doubt, be his

conviction for corruption and extortion of a very aggravated nature—at the same time I made Mr. Molony acquainted with these circumstances.

P. 6. I beg to call the particular attention of the Board to the 3d paragraph of this letter and request to be honored with their direction, as to what steps are to be taken by me with respect to the balance therein specified. The sureties and venders depose to their having paid the licences for the two Months but not one has received a proper receipt, they are therefore responsible for the arrears in case the Board do not sanction the proceedings of Mr. Digby who cancelled them.

7. I have not offered any remarks on the grounds which induced Mr. Digby to adopt this line of conduct as from the confused state of the office it is impossible for me to ascertain whether the fullest information may not have been before the Board and orders passed thereon from the tenor of the Roobukarry it is to be presumed that a report was forwarded but no traces are to be found. The only letters which at all touch upon the subject are those of the dates noted in the Margin one from Mr. Digby and the reply from the Board calling for a particular report on the effects of the inundation this correspondence however transpired previous to the Roobucarree above alluded to.

Mr. Digby's letter dated 1st October 1823
Board's reply 6th October 1823.

7th. On discovering the selamee system as detailed in the 4th paragraph I made very minute enquiries and satisfied myself that no vender had procured a licence without first paying the bribe or engaging to do so, thus, every annah that was paid to the Tuhseeldar was in fact depriving Government of a portion of their revenue for it is clear to demonstration that venders and manufacturers being obliged to pay such an exorbitant douceur could not do so without a corresponding deduction had been made in the rate of license—I have issued Ishtehars directing all those requiring licences to come to me direct with their petitions in case they should meet with any obstacle or delay from the abkarree Omlah in consequence of their not feeing them at the same time to continue paying the usual premium which shall be retained as a deposit until I have received the orders of the Board on the subject who if they deem it advisable direct the money to be returned to those who have paid it in.

8th. It appears to me that it would be more equitable and advantageous in the end, for the Board to authorize me to return the amount of the premiums that may accumulate between this period and the time

I may be forvored with the orders of the Board—but on the renewal and granting of licences the Collector should be very particular and minute in his enquiries touching the proper and fair rate demandable from venders and manufacturers of spirituous liquors—Licences are not much in demand at present the little that does exist arises for the increased consumption of spirits during the holidays.*

190. Mr. Digby's letter to the Board asking to be supplied with copies of certain papers. (7 September, 1824).

Sir,

In the last paragraph of your letter of the 31st August 1824 received yesterday evening, the Board kindly offer to allow me any papers to which I may wish to refer, to enable me to reply to their queries if I will call there any day that may suit my convenience.

2ndly. I am unfortunately strictly prohibited by my Medical Attendant William Russell Esquire M. D. from ever going out of my house in the day time, being still in a state of extreme debility and moreover the petition to which I wish at present to refer is written in Persian by a man fictitiously calling himself Jhinickloll Tewarry consequently I am induced to request that the Board will be pleased to allow me a copy of the petition as well as of their orders thereon.

3rd. The Board of Revenue will I trust further oblige by furnishing me with copies of my reports on the same subject dated 7th and 13th June 1823 as alluded to in the 4th paragraph of your letter ; and also copies of their replies to those reports.

4. In consideration of the scarcity of copyists of which you complain I send an English Writer to execute your orders.†

191. Board's reply to the above letter. (8 September, 1824).

Sir,

I am directed by the Board of Revenue to acknowledge the receipt of your letter of yesterdays date and to forward to you a copy of the correspondence mentioned in the 3rd paragraph of it. The Petition of Jhinickloll Tewarry has been forwarded to Mr. Molony at Burdwan and there is no copy of it in this office.‡

* Board of Revenue, Procgs. 24 September, 1824, No. 46

† Board of Revenue, Procgs. 10 Sept. 1824, No 11.

‡ Board of Revenue, Procgs. 10 Sept. 1824, No 12.

Ordered that the following letter be written to the Superintendent of Legal Affairs.

To Superintendent of Legal Affairs.

(No. 3410)

Sir,

I am directed by the Board of Revenue to request that you will return to me with as little delay as possible the Petition of Jhinickloll Tewarry which was transmitted to you with my Letter of the 3rd. Ultimo.*

The 10th Sept., 1824.

192. Offg. Collector of Burdwan's letter to the Board forwarding copy of Mr. Molony's letter. (10 September, 1824).

Sir,

I have the honor to forward herewith for the information of the Board the annexed copy of a letter from Mr. Molony of this day's date and I have the pleasure to add that the money has been received in this Treasury and the surety Bond returned to the mukhtor.†

Enclo.

To
James Armstrong Esqr.
Acting Collector of
Burdwan.

Sir,

The Bearer Kishen Kaunth Buttarcharge who is mokhtor of Rajib lochun Roy the surety of the late treasurer will deliver to you the sum of 839.15.6.3 which is all that I can trace to be now due from the Treasurer.

I have the honor to enclose the surety Bond executed by Rajib lochun Roy and as soon as you have received the money I request you will return the Bond to the mokhtor taking his receipt for the same, and giving him also a receipt for the money now paid in, he is also anxious to have a copy of the persian statement detailing the items of the amount now paid in, which I shall be obliged by your also delivering to him.

I have &ca.

Burdwan
10th September 1824

(Signed) E. Molony
Supdt. & Remr.
L. A.

(True Copy)
(Signed) J. Armstrong
Offg. Collr.

* Board of Revenue, Procgs. 10 Sept. 1824, No 13.

† Board of Revenue, Procgs. 19 Oct. 1824, No. 12

193. Mr. Molony's Supplementary report to Government on the Burdwan embezzlement affair. (10 September, 1824).

Sir,

In continuation of my letter of the 31st ultimo I have now the honor to report for the information of the Right Honorable the Governor General in Council that the remainder of the amount demandable from the late Treasurer of this Collectorship and his surety has been liquidated, in my last letter I stated the balance then due to be 2,431. 4. 10 but since then I have ascertained a further sum of 839. 15. 6. 3. (as explained in the statement A annexed to this report) to be demandable making a total of Sicca Rupees 3271. 3. 16. 3. which has been liquidated by Rajiblochun Roy the father and surety of Sheebnarain and as upon a very careful examination of the Treasury accounts I cannot discover that anything farther is recoverable from him I have at this request delivered up to him the surety Bond executed by him.

2d. I request however to report that the Balances due from the Stamp Darogah* and Abkaree* Teshildar as reported in the 17th and 18th Paragraphs of my letter of the 14th August have not been recovered; and altho' both of the above named persons are now under confinement in the Civil Jail I fear that the balances will not easily be realised the Abkaree Tehseeldar indeed has filed a Petition of Plaint contesting the demand on the ground that he had paid the amount required from him to the Treasury Podars that he did so is possible as I shall explain when I come to speak of the occurrences which took place when money was ordered to be sent to Moorshedabad but the Podars khatas are not official Treasury documents and Government cannot I apprehend look to their Treasurer for what is not entered in his seah unless the payer can shew his receipt in which in this instance the Abkaree Tehseeldar cannot do I think therefore that he must be referred to the Podars to settle the matter and that Government may safely defend the action he has brought more especially as I shall be able to shew that a gross imposition was put upon Mr. Digby in regard to the person who became security for the Tehseeldar and who was represented to that gentleman as a man of property altho' merely a common Mohurer on 12 Rs. a month and not possessed as we now find of 20 Rupees worth of property.

*5186. 5. 10.
*1987. 12. 5.

3d. Against the same man charges have been preferred by Mr. Armstrong in concurrence with my opinion as to his guilt for

embezzlement. It seems that on the 13th April last Mr. Digby upon representations made to him held a proceeding in which he intimates an intention of recommending that the balances for September and October due from several Abkars should be *remītted* on the ground that they had suffered severe losses by the inundation, whether Mr. Digby ever reported this proceeding to the Board, or that authority sanctioned it, we cannot trace from the records of the office, but be this as it may, Govind Persaud Roy the Tehseeldar collected all the balances from the Abkars and did not carry them to the credit of Government.

4th. The Stamp Darogah has not as yet intimated any intention of seeing the Collector to contest the balance, but I rather think he will do so, for in support of his assertion that he paid the money to the Podars he has produced a Perwannah addressed to him by Mr. Digby on the 15th January 1823 and which commences by reciting that the former Stamp Darogah was in the habit of retaining in his hands the sums paid in by the mofussil venders till the end of each month instead of paying it into the Treasury as it was paid in to him and that this being improper he (Ramhurree Mitter) is directed, as the money comes in to pay it to the Treasury Podars, who are to enter it into their books (which are quite distinct from the seah and are not official Treasury documents) and give him receipts, and at the end of the month he is to see that the several sums are credited in the Government Books as usual.

5th. It may, I think, very well be questioned how far Mr. Digby was authorized to issue such a Perwannah without the special sanction of the Board of Revenue. But even admitting that Government will be bound by such a Perwannah in an action in Court, still it cannot exonerate Ramhurree Mitter from being responsible for he was not called on for the balance till the 9th of August before which he was, under the terms of the Perwannah, bound to have seen that the sum had been carried to credit in the regular seah account, and the seah accounts from the date of the Perwannah to June 1824 show that he was in the habit of having sums regularly carried to credit in the middle and even in the early parts of each month I consider therefore that any action he may bring can be successfully defended.

6th. A considerable degree of confusion still prevails in the accounts of the mofussil venders. It will be easily perceived on a reference to the long intervals* which elapsed after many had absented themselves from their stations, before others were appointed not only that much inconveni-

*See Statement A.

ence must have been felt by community but that the accounts must have got into great confusion—On Mr. Armstrongs taking charge several of the venders then employed absconded, leaving their accounts unadjusted and scarcely any of their sureties are responsible people. It will take a considerable deal of time and trouble adjust the accounts of this Department, but I do not dispair of seeing it accomplished, and I have much pleasure in bearing my testimony to the steady and persevering zeal with which Mr. Armstrong has entered upon these accounts as well as on an active enquiry into many other points, which the very detailed examination I was obliged to enter into of the Treasury accounts rendered it impossible for me to undertake myself.

7th. Having thus stated what has been done to try and secure Government from ultimate loss on this occasion I shall now proceed to explain.

First. The facilities which were afforded for embezzling the public money by the implicit confidence which Mr. Digby placed in Radhapersaud Roy and his relations who engrossed all the most important situations on the establishment.

Secondly. The mode in which the embezzlement was effected, and the occurrences which brought the whole to light.

Thirdly. The proceedings which have been taken against the delinquents in the Criminal Court.

8th. In my former report I noticed an assertion which had been made in the Petition of the late Treasurer Sheebnarain Roy, that altho' Mr. Digby was nominally Collector yet Radhapersaud Roy was in reality the person who directed all the proceedings in the office, and I at the same time stated from my own observation that Mr. Digby's official conduct appeared entirely to be influenced by that individual I sincerely wish that I could state from the investigation I have since gone into and the proceedings before the Magistrate that the conclusions I then came to were erroneous I request however to add that the result of my enquiries and the criminal proceedings as far as they have gone, only tend to shew that the real part which Mr. Digby has taken for several months in the business of this Collectorship extends no further (except in a few instances of an unimportant nature) than merely affixing his name to papers which were presented to him by Radhapersaud who in fact exercised the real authority of the office in Mr. Digby's name.

9th. This man tho' holding the comparatively low and irresponsible situation of 2d Seristadar has for the last two years been address-

ed as Mr. Digby's Dewan, and looked to as the most important personage in the office by all ranks of people in this District and even beyond it among the Treasury Papers I find a letter from a Mr. Burton (who is I am informed employed by Messrs. Alexander & Co. as an overseer at the coal mines at Raneegunge which is in the District of Jungle Mehals and about 60 miles from this station addressed to Mr. Digby requesting that he would cash some bank notes for him and directed on the cover "*To John Digby Esquire* Collector of Burdwan" and on a different part of the cover "to be opened by Radapersaud Roy Dewan of Mr. Digby".

10th. It is in evidence on oath before the Magistrate that Mr. Digby only went in person to examine his Treasury *once* within the last 13 months. The occasion on which he did examine it was in June 1823, in consequence of a Petition which had been presented to the Revenue Board and which had been transmitted to Mr. Digby for report the witnesses being questioned as to the mode in which the balance of the Treasury was ascertained deposed that Mr. Digby came attended by Radhapersaud and sat in a room adjoining the one in which the Treasure is kept, that then a Bundle of Bank note was brought (many of them cut in halves) and counted over to Mr. Digby by Petumber Chatterjea the head Writer and Radapersaud, that after this Mr. Digby went to the door of the room where the silver and copper was, and counted in a hurried manner the bags in which Rupees were said to be, and took down the number which they told him was in each bag, but that none of the bags were opened or the money therein counted so that they might have been filled with copper pice instead of Rupees.

11th. This evidence would seem in some degree to be corroborated by a perusal of the letter and its enclosure* which Mr. Digby forwarded to the Board on that occasion and a copy of which I have the honor to enclose; the loose manner in which the "*memorandum of the cash balance*" is drawn up shews that it could not have been made out from any accurate examination, otherwise the error of valuing 23 notes of 250 Rupees each 5,500 Rupees instead of 5,750 Rupees could not well have been committed, altho' indeed it seems to have been overlooked when the papers came under consideration at the Board of Revenue, which I can only account for by that authority having postponed passing final orders on the subject until the report promised in the postcript of Mr. Digby's letter should be furnished, but which it seems was never made.

* Marked B The original is filed in the Faujdaree record it being in the hand writing of Petumber Chatterjea.

12th. Several witnesses have deposed on oath that Radhapersaud Roy and Petumber Chatterjea were the only officers who had free access to Mr. Digby and who generally took papers to him to sign, and the only conclusion I can form is that Mr. Digby by signed all that were put before him without reading them or being aware of their contents for I cannot bring myself to believe that he would certify in the letter now forwarded, and in almost all the monthly statements forwarded to the Revenue Accountant that he had *actually counted the cash* which he must have been aware he had not done.

13th. There is moreover every reason to believe that Radhapershaud Roy contrived to secrete several official letters addressed to Mr. Digby by the Board of Revenue and other public authorities and that these letters were never seen by Mr. Digby, the general evidence clearly establishes that the influence of Radapersaud was such that none of the officers dared to disobey his orders for fear of losing their situations. Among other witnesses the Dawk Moonshee has sworn that Radapersaud Roy was almost always present when the Dawk packets were opened, and that he uniformly on such occasions laid hold of, and opened the envelopes of letters on service directed to the Collector, ran his eye over them and showed them to Mr. Digby or not as he thought proper also that at the time* when the remittance of two lacs of Rupees was to be sent to Moorshedabad, and the delay in getting off that remittance had drawn down on Mr. Digbys conduct some severe animadversions from the accountant, Radahpersaud ordered him (the Dawk Moonshee on no account to take the Dawk Packets to Mr. Digby, or to allow them to be opened except he (Radapersaud) or Ramchunder Gungoly were present, and that when opened the letters on service were to be sent to his house instead of being given to Mr. Digby at this point the examination of the Dawk Moonshee became rather critical for himself and upon being asked whether he had obeyed Radahpersaud's order the Magistrate very properly warned him that he was not obliged to answer the question, nevertheless he did anwser by saying that being aware of the responsibility of doing as he had been told he first of all took the letters, shewed them to Mr. Digby and telling him what Radahpersaud had directed him to do, asked if he was to send the letters to his house or not, and that Mr. Digby replied that he was to send them as directed by Radhapersaud which he did do; This evidence is corroborated by the fact of a letter from the Accountant of the nature alluded to above having been found with several other official papers on one of the boxes in the record room among the

* June & July last.

private papers of Radahpersaud Roy and Ramchunder Gangooly, whose obstinate refusal at first to deliver up the key to Mr. Armstrong led to our having the Box opened and its contents examined in the presence of the Magistrate and the Dawk Moonshee's statement is further substantiated by our having found among the bundle of papers which were discovered in the Tank near to Radahpersaud's house several fragments of official letters from the Revenue Board one distinctly bearing Mr. Trotter's official signature, envelops of letters "on service" and impressions in wax of the official seals in use at the Board, and at the Jungle mehals Radhapersaud indeed denies all knowledge of how and when these papers were secreted, but from the fact of their being found in various parts of the tanks with bricks and other heavy substances attached in order to sink them, there can hardly remain a doubt but that they were sunk with his and Ramchunder Gangooly's connivance especially as other papers of a private nature belonging to those individuals were found among the bundles.

14th. Radhapersaud's influence is described by the witnesses to have been precisely as great in the affairs of the Treasury as in every other Department ; Mr. Digby indeed would seem to have had little or no intercourse with the Treasurer Sheebnarain, or even Ramdhun Chatterjea the Naib; all the accounts which were to be signed were taken to Radhapersaud and by him presented to Mr. Digby for signature Sheebnarain is described by the witnesses as a "boy, unacquainted with the common forms of business, and that all he did was occasionally to sign Dakhilas brought to him for that purpose, to stroll about Mr. Digby's garden, or to sit in the writers room and draw figures on paper" the evidence goes on to describe Ramdhun Chatterjea and Radhapersaud as acting perfectly in concert. If the latter wanted money for any private purpose such as to remit to Calcutta or to pay shop bills, the former immediately supplied him and the evidence of one witness states this to have been done from the public Treasury.

15th. It has nevertheless appeared in evidence that the Naib Ramdhun was looked upon by Radhapersaud more in the light of an inferior Agent of his, than as a participator in the fruits of the intrigues wich were going on, and altho' Radhapersaud trusted him to a very great extent, yet when not present himself to overlook his conduct he took care to place over him a relative and confidant fully equal to the task, this person is Ramchunder Gungooly, a cousin of Radapersaud and scarcely, if at all, his inferior in ability and intrigue, it was to this man who held the situation of Mohafez Dufter

that one of the Treasury keys and the general management of the office at the sudder station was committed when Mr. Digby went out into the District during the last cold season taking Radhapersaud with him.

16th. Having thus endeavoured to describe the system of management wich prevailed in the office, His Lordship in Council will probably be prepared to hear that no small confusion exists in the accounts and vouchers of the Treasury in the first place no register of the numbers and amount of Bank Notes received, or remitted to the General Treasury appears to have been kept in the office altho' from 12 to 15 lacs of Rupees in Notes, are annually received at the Collectors Treasury; in the next place on searching among the papers for such as would explain the points indicated in Sheebnarain's petition in regard to the mode in which the embezzlement had been effected I found that every single chelan, receipt or voucher of every description having the remotest connection with those points had been made away with; it was remarkable however that as far as the Treasury documents were concerned very few had been secreted which had not some reference to receipts and disbursements by paper, from which circumstances I was satisfied that Sheebnarain's statement of the embezzlement having been effected by Bank Notes was strictly true, and concluding likewise that the fact, stated in the petition presented to the Board in June 1823, viz. Radhapersaud Roy had purchased an Estate at the Registers sale in the preceding month for 95,000 Rupees was probably correct as soon as I had taken charge from Mr. Armstrong of the Treasury Books and chelans, and removed them to the Circuit House (where I am residing) and placed a guard from the Provincial Battalion over them, I lost no time in trying to obtain such documents from other offices as might assist me in tracing what notes had been made away with.

17th. I had at first an idea that I could have traced the number and amount of every note which had been received into or disbursed from the Treasury but I soon found that, in respect to the *receipts*, one of the most important chelans viz. the one which accompanied a remittance of the surplus proceeds of the Putnee in June 1823, had been made away with, and that no less 19294 Rupees worth of notes of which no numbers were entered, had been paid in during the Treasurership of Sheebnarain by Govindpersaud Roy the Abkaree Tusheeldar, and on looking to the"*disbursements*" I found that I could not procure complete lists of the numbers of all notes paid to the Barrackmaster, or of the sum of 80,000, and 1000 interest as paid

out to Rajiblochun Roy and the reverend Mr. Carey respectively, the attempt therefore to trace every note in this way has given no satisfactory result.

18th. I beg now to call the attention of Government to the accompanying statements C & D which have been drawn up after careful comparison of the entries in each days seah with the original chelans, and as the receipts of each day were ascertained from an inspection of the chelans a Register exhibiting the number and value of every note (with the exceptions abovementioned) was formed.

19. From the second column of the statement C it will be seen that Bank notes to the amount of 3,48,380 Rupees had been credited as cash payments and the statement D shews that at different times the sum of 191528 was in the seah written* off the balance in notes and thrown into the cash balance if we add to the foregoing irregular entries in the seah the sum of 19294 Rupees in notes paid in by Abkarry Tuhseeldar without numbers the total amount viz. 553102 Rupees will correspond nearly with the difference* between the gross receipts and disbursements as shewn at the foot of statement C, and gives a tolerably accurate idea of the amount in notes which had been placed in such a predicament as to be available for any unauthorized purpose Radhapersaud and his associates might have in view, without the appropriation being perceived in the accounts sent down to the Presidency.

*Note, this practice is I fancy by no means an uncommon one in all Treasuries, here they call it, "doorbar" and it is done in most cases for the sake of the batta in giving notes for cash to Zemeendars.

* 5,52,999.

20. Under the absolute impossibility therefore which exists of tracing every note that had been paid into the Treasury, it became of the first importance to procure the original chelans of the money paid in by Radhapersaud Roy, as the price of the Putnee Talook of Nedeepoor but here again another difficulty met us, during the inundation last year the water got into the room where the Tehseeldar of the Adawlut keeps the cash and vouchers and destroyed almost all the papers in the room, the chelans in a complete state therefore could not be found but luckily among a bundle of papers which Mr. Hutchinson had himself saved from the flood, and thrown on the top of a record rack, the Tusheeldar found a memorandum of the numbers and value of notes to the amount of 23,000 Rupees which had been paid in on the 8th or 9th day after sale, that is on the 26th May 1823, by Muddoosoodun Chowdry the Mokhtar of

Radhapersaud Roy, and on comparing the numbers of the notes in this paper with the lists of numbers I had made from the original chelans I found no less than 36 notes amounting in value to 12,700 Rupees to have been regularly paid into the Treasury by different persons at various times during the 3 months preceding the date above-mentioned Muddoosoodhuns evidence was of course immediately taken he deposed to having received the Bank notes direct from the hands of Radhapersaud Roy at the Collectors Cutcherry and that Radhapersaud told him at the time that he had taken them out of the Treasury other witnessess were indicated by Muddoosoodun from whose depositions it appears clearly that the sum of at least 80,000 Rupees in notes which had been abstracted from the public Treasury was appropriated to pay for this estate but very little more than 23,000 Rupees were paid in notes Radhapersaud having thro the agency of his Mookhtars aided by Ramdhun Chatterjea and some podars in the Town, exchanged many of the notes in the first instance for cash, and probably the notes for 23,000 Rupees which were paid into Court on the 26th May would also have been exchanged for cash had time permitted, but as the Register was on the point of proceeding to a resale of the Talook they were obliged to pay it in without taking that precaution.

21st. Fortunately we had the means of ascertaining the number and amount of every note which had been disbursed from the Treasury between January and May 1823 three remittances had been made to the General Treasury and 20,000 Rupees at two payments had been paid to the Barrackmaster who has furnished me with numbers on comparing the numbers of the 35 notes in the memorandum filed by Muddoosoodhun we find that (with the exception of one note*) none of them could have been included in these disbursements, it is quite clear therefore that these notes must have been abstracted from the Treasury.

* Note No. 11998, for 1000 Rupees paid in here on the 31st January 1823 and remitted to the General Treasury on 7th February it reissued from the Bank on the 14th March and might have come to Radhapersaud's hands in the ordinary course of circulation.

22d. I should by the way here state that the Talook of Nedheepore was not purchased in the name of Radhapersaud but in the fictitious name of Gopeemohun Chatterjee and Radhapersaud on being asked to account for these notes being in his possession defends himself by denying that he is the real purchaser or had anything to do with Muddoosoodhun Chowdry on the occasion, he does not attempt

to say he got the notes by exchanging Rupees for them or by the ordinary course of circulation, and his defence of not being the real purchaser has been completely upset by the evidence of several respectable witnesses.

23rd. By the regulations it is incumbent on the Court after deducting the arrears due to the Sudder Malgoozar to transmit any surplus proceedings of Putnee sales to the Collectors Treasury where the money remains in deposit for a certain time to answer demands against the former Putnee Talookdars, who is entitled to receive it at the expiration of the period upon presenting a certificate from the Judge that there have been no demands made against him; now the net proceeds of the sale of Nedeepore which were thus remitted to the Treasury on the 16th June 1823 amounted to 82,000 Rupees, the greater part of which was sent in notes, but on searching for the chelan which accompanied that remittance and which would have enabled me to trace many more notes probably to Radhapersaud I found it had been made away with, altho' all the other Treasury chelans for that day remained in their proper place.

24. The Estate of Nedeepore before the sale stood in the name of Rajiblochun Roy the father of the Treasurer, but it really belonged to Rammohun Roy the father of Radhapersaud the certificate therefore that no demands existed ran in the name of Rajiblochun Roy and accordingly in the seah of the 8th August 1823, I find disbursed 82,000 Rupees in his name of this 80,000 was paid in Bank notes without any memorandum of the numbers having been retained the order or warrant for payment is as usual addressed to the Treasurer, but the receipt for the money is signed by Ramdhun Chatterjea the Naib as Mokhtar of Rajiblochun Roy; before the Court Ramdhun says that he never received the money, but that Radhapersaud brought the receipt ready written to his (Ramdhun's) house one day when he was very ill, and as soon as he had procured his signature to it, went and drew the money out himself; some evidence has already been taken and more will be forthcoming to shew that this really happened.

25th. The above detail will suffice to explain to Government that a very considerable sum of money was embezzled by Radhapersaud and with the knowledge and connivance of those who were responsible for the custody of the Treasure as far back as May 1823, under the facilities which existed from the absence of all control at the head of the department, the ease with which Bank notes to almost any amount may be secreted and removed without the sentry on guard being aware

of it and the precautions which the delinquents have taken to remove almost all the documents which might enable me to trace the notes embezzled, it is impossible to say at what period sums may have been abstracted, but the following detail of what took place in June and July last as collected from the evidence given before the Magistrate, and on examination of the Treasury account and English correspondence, will afford a tolerably correct idea of the extent to which the embezzlement had at one time been carried.

26th. About the time when most deposit orders were received by Mr. Digby to send two Lacs of Rupees to Moorshedabad it happened that the Commercial Residents at Radanuggar and Hurripaul pressed very hard to have the amount of their respective assignments (the former of one Lac and the latter of 50,000) paid between the 25th June and 8th July the balance of the Treasury (exclusive of notes) fluctuated between 2,50,000 and 3 Lacs of Rupees the seah of the 8th July shows a balance of 2,88,279. 15. 7. 2. in cash from the Petition of Sheebnarain however and explanations subsequently given by Ramdhun Chatterjea as well as the evidence of witnesses it is pretty certain that about the first week in July there was an actual deficiency of 2 lacs of Rupees up to the 7th the sum of one Lac of Rupees was collected on the 8th 51,000 Rupees were paid in cash by the Rajah and with this one lac and a half was made up and packed in boxes at this time Radhapersaud determined that the remittance should be confined to the above sum, but the soubahdar who commanded the party to escort it, refused to receive charge of less than 2 lacs; upon this Mr. Digby was prevailed upon to request that Colonel Bird would shew him the orders which he had received regarding the guard to be furnished, and finding that the sum of two Lacs was specifically stated as the amount to be remitted another letter was addressed to Colonel Bird to beg he would detain the guard till the following day when the remaining 50,000 should be collected and got ready; it was at this juncture that Radhapersaud Roy took and pawned the halves of Bank notes, of which the other halves had been remitted to the Treasury on the 30th June and raised the sum of 14,000 Rupees upon them this is in evidence strongly, the Podar to whom they were pawned having deposed to the fact, and given in a list of the numbers of the notes which correspond with the numbers in the chelan sent to the General Treasury. It is in evidence also that during the 8th the soubadar of the guard being very impatient to receive charge of the remainder of the money he has to escort became so importunate that in order to pacify him the Podars played off a trick of counting the same Rupees

in amount 15 or 20,000 five and six times over, until it became dark, when the Treasury was shut for that day and the sum of 60,000* having been completed during the night and early in the morning of the 9th July the remittance was finally sent off on that day.

* It was upon this last 50,000 which was scraped together by odd sums that a deficiency of 617.12 as. on account of short weight &ca. was recovered from the Treasurers security.

27th. Now it is to be observed that the 51,000 Rupees in cash which the chalans shew to have been paid in by the Rajah on the 8th July were not carried to credit in the seah till the 10th the day after the 2 lacs were dispatched, and then too it was carried to credit not as cash, but as if it had been paid in notes, evidently to have a pretence for saying that there was not cash sufficient to discharge the commercial assignments, for on the 25th June Mr. Watts the Resident at Radhanagore was informed officially by Mr. Digby that if would send his Podar the amount of his assignment should be paid, but after the Podar had arrived Mr. Digby on the 14th July writes to say that in consequence of having been ordered to remit 2 lacs to Moorshedabad, and *having paid* the remaining balance of cash in his Treasury to the Resident at *Hurripaul* he cannot send him the money, and within 16 days afterwards a letter with Mr. Digby's official signature is sent to the Resident at Hurripal to inform him that there was not cash enough in the Treasury to discharge his assignment.

28th. Mr. Digby at this time was extremely ill, and none of the drafts of the letters are in his hand writing, they were drawn up by the head writer Petumber Chatterjea evidently in concert with Radhapersaud, and I am satisfied that the letters when copied for dispatch must have been signed by Mr. Digby without his having read them or being aware of their contents.

29th. Matters would seem to have remained in this state until Mr. Digby became so unwell as to render his applying for leave unavoidable, and no sooner had the assistant surgeon given him a certificate than Radhapersaud endeavoured in concert with Ramdhun Chatterjea to make up the deficiency and get all in order for any gentleman to take charge who should be deputed to act, about this period thirty or forty Thousand Rupees must have been replaced and they looked to Rajiblochun Roy to help them to replace the remainder, it so happened however that he could not raise the money, and Radhapersaud endeavoured to persuade Sheebnarain Roy to abscond, but his advisers would not allow him to do so and hence arose the

discovery of the embezzlement by the Petition presented to Mr. Hutchinson on the 26th July.

30th. It only remains for me to state that I have laid before the criminal court all the documents which bear upon the case against the prisoners, and that the evidence of the most material witnesses has been recorded, the proceedings are now so far complete as to warrant the commitment of the five* prisoners who were first charged the evidence which has been taken however places the conduct of the Treasury Podars in such a light as to induce the Magistrate to call on them for some explanation of it, and therefore he is desirous of keeping the proceedings open till he has examined them and also some witnesses who have not yet attend.

*1. Radapershaud Roy
2. Sheebnarain Roy
3. Ramdhun Chatterjea
4. Ramchunder Gangooley
5. Petumber Chatterjea

31st. No further accounts or evidence however are likely to be required for the Collectors office, and therefore my attendance till the commitment is made not appearing necessary I propose to leave such instructions in regard to it as may appear necessary with the Government Pleader and to return to the Presidency on the 12th Instant.

32. I cannot close this address without offering for the consideration of His Lordship in Council as few remarks regarding the office of Treasurer to a Collectorship.

33. From the mode in which all Treasury accounts ought to be kept, and with ordinary attention on the part of a Collector it is quite impossible that a Treasurer should be able to make use of the public money so as to derive any great profit; one of the ordinary sources of emolument appears to have been by the system of transferring sums from the paper to the cash balance so as to gain the batta by exchanging notes for cash but this practice is easily checked if a Collector will only take the trouble to make all the persons paying money into the Treasury give chelans in duplicate, so that he can take the originals himself and keep them under lock and key, and let the duplicates go to the Treasury to have the money paid in and entered in the seah by them at the end of the month the Collector could in the space of an hour compare the chalans he had retained with the entries in the seah and see that no tricks had been played.

34. A Treasury too might be so arranged as not to make it necessary to expose the whole of the Treasure every day, excepting on the occasion of any large remittance to the General Treasury or

to that of another district or having to discharge heavy commercial assignments the demands of each day might be satisfied from a few thousand rupees taken out for the purpose without disturbing the bulk of the Treasure, which might remain in given sums in chests with patent locks, the keys of which, I should were I Collector, keep myself.

35. Where precautions of this sort are taken I am satisfied that few respectable natives will be found to take the office of Treasurer for 50 Rupees per month, one highly respectable man came here and offered himself, and being in every point of view unexceptionable, his services were gladly accepted and he was told to send for the persons who were to execute his security bonds. He no sooner however saw the mode in which Mr. Armstrong kept the Treasury than he left the station, giving (I am told) as a reason for not accepting the situation, that the emolument would not do more than enable him to keep a set of palankeen bearers, and appear well address at the office, and altho' Mr. Armstrong has succeeded in getting a man who gives good security to hold the situation I should have some doubt as to his being willing to continue long in it.

36. Unless there be some special reason connected with the interests of the Bank of Bengal or the Department of account (which I am not aware of) I think it would be an expedient measure to allow under certain restrictions as to the amount, the Collectors to cash notes of the Bank of Bengal, or to give notes for cash as might be required by individuals charging of course the ordinary rate of Batta, and if Government deem it unadvisable to encrease the salaries of the Treasurers, they might be allowed half the amount of the batta so accruing the other half being carried to the credit of Government.

37. In conclusion I beg to suggest that a register of the numbers and value of all notes paid into, or disbursed from the Treasuries of Collectorships where such notes are usually taken shall be regularly kept according to the form × annexed, or such other form as may be deemed more convenient.*

× Mark E.

194. Governor General's letter to the Board forwarding Mr. Molony's above report with directions and calling for their sentiments on it. (17 September, 1824).

Gentlemen,

I am directed by the Governor General in Council to transmit to you, in original, the accompanying letter from the Superin-

* Board of Revenue, Procgs. 21 Sept., 1824, No. 61.

tendent and Remembrancer of Legal Affairs, dated the 10th Instant, with its Enclosures, and to request that Mr. Digby may as soon as possible be called upon to submit such explanation as he may desire to offer on the several points touching his conduct.—You will of course return the above papers with your Report regarding Mr. Digby, keeping copies for your own Records, and Government will expect to receive at your convenience a communication of your sentiments on the points of a general nature discussed by Mr. Molony in the 33d and following Paragraphs.*

195. Letter to the Board of Revenue from its Accountant forwarding series of correspondence re: the remittance of two lacs of rupees from the Burdwan Treasury. (18 September, 1824).

Ordered that the following letter from the Accountant to the Revenue Department be here recorded.

Accountant Revenue Department.

Gentlemen,

I have the honor to acknowledge the receipt of your Secretary's letter of the 10th instant, and in conformity with the Orders therein conveyed to annex a series of correspondence held with the Collector of Burdwan relative to the remittance of two lacks of Rupees directed from this Office on the 9th of June last, under instructions from the Accountant General in consequence of the following Cash Balance having been brought forward in the Collectors Estimate for June.

Viz.

In Cash	3,12,787.	8.	9.	2.
,, Bank Notes	4544.	,,	,,	,,
,, Rupees of Sorts 837 or	809.	6.	10.	,,
Total in hand on 1st of June 1824.	3,18,140.	14.	19.	2.

2d. It is to be noticed to your Board that in the same Estimate, the Collector exhibited a probable deficit of Rupees 139,221. 0. 16.2 after providing for expected demands on account of the Investment amounting to Rupees 481131. 11. 6. but the above arrangement of the

* Board of Revenue, Procgs. 21 Sept., 1824, No. 59.

Accountant General was founded on the presumption that the Estimate for Commercial Investment was excessive, the Demands on that account not being then urgent.

3. The Collector of Moorshedabad having in a letter dated 23d of June, represented the want of assets to answer the demands upon his Treasury for the Nizamut Stipends and the Investment, the Collector of Burdwan was again directed (on the 25th of that month) to carry the aforementioned instructions into effect.

4. On the 28th the Collector of Burdwan applied for an Escort to convey the sum of One Lack and fifty thousand Rupees, and stated that he had made a reservation of one Lack on account of the assignment held by the Commercial Resident of Radanagore.

5. The assignment alluded to in the preceding Paragraph having been cancelled the Collector was again directed on the 30th to comply with the Original requisition.

6. On the 7th of July a further reference was made owing to the Remittance in question not having been noticed in the Estimate of that Month, and it was then remarked that the Collector had evinced culpable inattention to instructions from this office and it was not until the 9th of the same Month that the Dispatch of the Treasure, ordered on the 9th of the preceding Month was effected.

7. The next circumstance was a letter to the Collector of Burdwan dated 6th of August requiring him to explain the cause of delay in the non-transmission of the Cash Balance Report and Estimate for that Month; which circumstance it was also noticed, was productive of great inconvenience to the public service the Report was received on the 10th of August exhibiting a deficiency of Rupees 136771. 10. 8. 3. as arising from embezzlements made by the former and present Treasurers. The Report for June was received on the 12th of August but without any signature to the Certificate of the examination of Treasure which omission the Collector had been required to supply when it was stated by that Officer, to have been unavoidably occasioned by extreme sickness.*

Fort William.
Accountt. Genls Office
the 18th September
1824.

(Signed) W. H. Oakes
A. R. D.

* Board of Revenue, Procgs. 19 Oct., 1824, No. 12 E

To
Collector of
Burdwan

Sir,

I beg leave to request, that you will immediately remit two Lacks of Rupees of the Cash in your Treasury to the Collector of Moorshedabad, giving him notice without delay, when it will be dispatched.*

Fort William
Accountt. Genl's Office
the 9th June 1824.

(Signed) W. H. Oakes
A. R. D.

(A true Copy)
(Signed) W. H. Oakes
A. R. D.

To
Collector of
Burdwan

Sir,

You will perceive from the accompanying letter that your disregard to my Instructions of the 9th June last, will probably be attended with serious inconvenience to the public service. A repetition of such neglect will compel me, however reluctantly to the painful task of reporting your conduct to the Board.

Fort William
Accountt. Genls Office
the 25th June 1824.

(Signed) W. H. Oak s
A. R. D.

(A true Copy)
(Signed) W. H. Oakes
A. R. D.

To
W. H. Oakes Esqr
Accountant to the Revenue Department

Sir,

I have the honor to acknowledge the receipt of your letter of the 25th Instant accompanied with the Copy of a letter from the Collec-

* Board of Revenue, Procgs. 19 Oct., 1824, No. 12 F

tor of Moorshedabad and in reply I beg you will authorize a Detachment for Escorting the sum of Sicca Rupees One Lack Fifty thousand to be remitted to the Collector of Moorshedabad.

P. 2d. The balance of Cash in my Treasury up to this day is Sicca Rupees 258326. 5 as. but under an immediate demand of Mr. Watts part of which Sicca Rupees one Lack has been offered by me to discharge the assignment drawn by you in his favor dated 12th Instant. In order to fulfil the instructions issued by you on the 9th Instant. I was waiting to request you for a Detachment until I shall have the remaining sum in my Treasury from the expected Collections. The delay which has consequently occurred on this occasion I trust you will excuse.

Burdwan
Collr's Office
the 28th June
1824

(Signed) J. Digby
Collr.

(A true Copy)
(Signed) W. H. Oakes
A.R.D.

To
Collector of Burdwan

Sir,

Upon examining your Estimate for July, I perceive that you have not noticed therein any Remittance to Moorshedabad, I should conclude, therefore that the Remittance directed to be made to the Collector of that station in my letter of 30th Ultimo, had been complied with, if the remittance has been made, it was your duty to have communicated the same to me, at the time of Despatch which notice you have neglected to furnish if it has not been made, as directed, you should not have omitted to mention it in your Estimate, which in this case does not afford a true statement of your Treasury In either case, your conduct evinces a culpable inattention to business.

Fort William
Accountt. Genl's Offiice
the 7th July 1824

(Signed) W. H. Oakes
A.R.D.

(True Copy)
(Signed) W. H. Oakes
A.R.D.

To

W. H. Oakes Esqr
Accountant to the
Revenue Department

Sir,

I have the honor to inform you of my having this day remitted to the Moorshedabad Collector's Treasury the sum of Sicca Rupees Two Lacks (Sicca Rupees 2,00,000) under Charge of Shaik Gheesah Subadar of the Burdwan Provincial Battalion Copy of the Invoice is herewith transmitted.

Burdwan
Collr's Office
the 9th July
1824

(Signed) J. Digby
Collr.

(A true Copy)
(Signed) W. H. Oakes
A.R.D.

196. Offg. Collector of Burdwan's letter to the Board of Revenue transmitting names of officers nominated by him. (18 September, 1824).

Sir,

I have the honor to forward herewith for the information and Orders of the Board the names of the undermentioned Officers who have been nominated to situations in this Office since the period of my taking charge.

2d. Gocul Chund Banoorjea as Record Keeper vacated by Ram Chund Gangooly having been dismissed and made over to the Magistrate on the 12th ultimo had he not been deeply implicated in the late fraudulent transactions his dismissal would have alone been authorized by the mutilated and confused state of the records the above named successor was Ishan nevies in the registers court at Hooghly a situation which he held for many years and resigned it on meeting with his present advancement—he is an industrious steady man and has given security.

3d. Meer Ally in succession to Jugmohun Sircar a mohurir who was removed by me, having only been promoted to the situation on the 26th of July last in opposition to the just claims of the man now holding the situation Meer Ally is brother to the deceased predecessor of Jugmohun Sircar and had been in the habit of assisting him and qualifying himself for the performance of the duties, of mohurir and on representing his claims together with the expence

he incurred in supporting the family of his deceased relation I at once appointed him.

P. 4th. Hurmohun Bose appointed to the situation of Treasury mohurir in room of Ramdhun Chatterjea the late Naib Khazanchee as he was termed, and now on his trial before the Magistrate his successor was formerly a Tuhseeldar under this Collectorship and bears a good character together with being fully qualified for the situation.

5th. Birjmohun Roy nominated to the vacant place of abkarre Tuhseeldar recommended to me by Mr. Molony as formerly in the Employment of Government at this station his predecessor's corruption is too well known to need any comment independent of being a defaulter.

P. 6. Narain Sircar was selected from among a number of applicants to fill the situation of stamp Darogah in room of Ramhurree Mitter who on refusing to make good the deficiency apparent in his accounts was sent to the Dewannee Jail as a defaulter his successor bears a good character and has given most satisfactory security.

P. 7th. Mohaburrut Bukhshe was appointed as vendor of stamps in the Zillah Court the regularity with which he kept his accounts during the period he was a mofussal Vender of stamps was such as to call forth approbation. I therefore promoted him on the dismissal of Beeressur Mitter who had left his situation and was absent without leave at the time I took charge.

P. 8th. Ramkunt Roy obtained Quinquinnial Mohurrership having been long an omedwar in the Collectors Office and occasionally temporarily employed—his predecessor was dismissed on account of being frequently absent from the Office and a partizan of Radapershaud Roy.

P. 9th. Shaik Muzhur Ahmud having formerly been in the service of Government possessing certificates of good conduct was nominated to the Persian sood mohurership—is successor to Lala Shibram Sing who resigned his situation in preference to giving security when required.

P. 10th. Tarny Churn Mullick an inhabitant of Hooghly and of a respectable family being the first amongst the applicants who tendered good security was selected by me to fill the situation of Treasurer he is not less than (?) years of age and well versed in the nature of accounts his security bond was signed by Brijonath Baboo's Mukhtor but for my own satisfaction I have sent it to the Judge of Hooghly that the surety may testify the same in his presence and

when returned it shall be forwarded to the Board for their approval together with those of other native Officers holding high and responsible situations.

P. 11th. The Nazir has had my Orders to enquire if the sureties really possess the property pledged in the schedule of the Bond on the completion of these enquiries I shall report the result for the information of the Board.*

197. Board's letter to Mr. Digby forwarding Mr. Molony's supplementary report on the Burdwan embezzlement affair and asking for necessary explanation. (21 September, 1824).

Ordered that an Extract from Mr. Molony's report to Government which accompanied the foregoing Letter be transmitted with the following letter to Mr. J. Digby.

To Mr. J. Digby
(No. 3466)

Sir,

I am directed by the Board of Revenue to transmit to you the annexed Extract from a further Report dated 10th September 1824 to Government by the Superintendent and Remembrancer of Legal Affairs connected with the enquiry which he has was deputed to conduct at Burdwan together with a copy of the papers alluded to in the Extract and to request that you will submit to the Board with as little delay as you can such explanation as you may wish to offer on the several points by Mr. Molony touching your official conduct.†

198. Mr. Digby's letter to the Board submitting explanations on several points in Mr. Molony's first report on the Burdwan embezzlement affair. (22 September, 1824).

Sir,

I have the honor to acknowledge the receipt of your letter of the 31st ultimo, and proceed with all the dispatch that the state of my health will permit, to afford such explanations regarding the affaris of my Collectorship, as it is in my power to give, while situated at a distance from my Books and Records.

2nd. I shall first notice the general charge which Mr. Molony has brought against me of great disorder and confusion in my office—such a general charge may, at any time, very easily be brought against

* Board of Revenue, Procgs. 29 Oct., 1824, No. 20.

† Board of Revenue, Procgs. 21 Sept., 1824, No. 62.

any one, and is always the most difficult to meet. A letter lately received from Burdwan, from one of the writers, who was employed in that Collectorship, states that Mr. Molony and Mr. Armstrong, immediately after taking charge, carried off from the English office, a mass of Books, Papers and Correspondence, uncounted and unexamined, making, to use the words of the Writer "prodigious havoc" in the office, and that a number of the Native Officers employed by me and my predecessor, the Honble Mr. Elliot, well acquainted with the business of their office, have been suddenly removed, and others have been all at once employed in their stead, by Mr. Molony and Mr. Armstrong: these new Native officers being most of them inimical to the former ones, it is very probable, that such an entire revolution might occasion some disorder and confusion in the office. Besides, being for some weeks previous to my leave of absence, in a very debilitated state, I was unable to move from my room, and obliged occasionally to send for some Books and Papers to my own house, and for the sake of further reference, they were not always immediately replaced. If there was some slight disorder, it may have arisen from this circumstance, my strength not permitting me to attend the Cutchery, so that after struggling some weeks in the hope of surmounting the indisposition I was at last obliged in the month of July to apply to Government for leave of absence.

3rd. Adverting to the matters under discussion in the order pointed out by the Board in your 3rd paragraph, I shall attend first to the subject of the petition of the fictitious Shanuk Loll Tewary, presented to the Board in May or June last year, alleging that there was a very great defalcation in my Treasury, an embezzlement of stamp Paper, and abuses in other Departments.

4th. With regard to these charges, which were made by that anonymous writer, I beg leave in the first place to remind the Board, that on the receipt of it's letter of the 3rd of June 1823, I immediately proceeded to the Treasury, and examined in person the whole of the Treasure under my charge, and from comparing it with the balance shewn by the Cash Book, I found that no defalcation whatever existed as had been alleged. Thus the principal charge of the man calling himself Shanuk Loll Tewarry was completely disproved, and I reported the same without delay to the Board in my letter of the 7th of June 1823, which was accompanied by a detailed statement of the exact amount in the Treasury. I again addressed the Board on the 13th of June in continuation of the above letter stating that on the day subsequent to that on which I had counted the Cash in the Treasury, I commenced

counting all the stampt Papers, in which business I was occupied for many hours during three successive days, when I found their amount and value to correspond with the stamp Account, brought up to the 9th of that Month, and I lost no time in transmitting a statement of the same to the Board.

5th. With regard to the remark contained in your letter, that if at that time, I had prosecuted the enquiry into the matter with energy and effect, it might have been the means of preventing the present embezzlement, I beg leave to observe, with due deference, that as I then instituted an immediate investigation, by which it was proved that no defalcation at all existed, I am unable to perceive how the late deficiency can be attributed to any proceedings with respect to my treasury at that time.

6th. After these two principal charges of the anonymous writer were completely disproved, I still further pursued my investigation by taking the depositions of the Abkars &ca and consulting my records, by which the abuses he alleged to exist, in the other departments, were also disproved equally to my satisfaction. I thereupon prepared a draft of a letter to the Board communicating the result, and only delayed it's transmission till the translation of various depositions and documents, which were to accompany it should be completed. But other urgent business intervening, particularly the proceedings in Debnarayan's case and the Correspondence with the Magistrate of the District, the translation of these papers was interrupted, and being laid aside for a time, it was, I regret to say, afterwards forgotten, so that the letter I had prepared for the Board was omitted to be sent, and on my attention being now again directed to the subject, I found this letter in my desk, a copy of which I herewith transmit the depositions and other documents, to which I referred must be still among the papers in the Collectors' office at Burdwan. This omission not being supplied subsequently was owing to a multiplication of business which prevented my attention from recurring to the subject of their translation, especially as it was not again noticed by the Board.

7th. Towards the end of May from the weak state of my body, I became unable to visit the Treasury and undergo the fatigue of counting the Treasure, as I used formerly to do, but hoping soon to be restored to health, I forbore for a while, soliciting the Government for leave of absence. It is most probable that the Treasurer taking advantage of my continued indisposition, may have commenced his malversations sometime before I reported the same to the Board, but

the deficiency could not have existed for any length of time. During my illness the Treasurer and his deputy, supposing that there was no chance of my recovery, no doubt formed the plan of plundering the Treasury, in the hope, that in the event of my removal by death or for change of air, they might succeed in making Radhapersaud Roy responsible for the deficiency, by falsely representing him as the person who had really the custody of the Treasure, and thereby make their own escape.

8th. At the time of receiving orders to remit two lacs of rupees to Moorshedabad, I was labouring under severe bodily suffering, so as to be almost unable to attend to any business even although brought to my notice by my Amlah. But in so far as I have at present the means of refreshing my memory, the circumstances were as follows —About the same time, there was an order given for the remittance of one lac of rupees to Mr. Watts, Commercial Resident at Radanugur also of Sa. Rs. 50,000 to the Commercial Resident at Hurripaul; and understanding that there was not in the Treasury, a sum sufficient to meet all these demands, I thought it advisable to wait for an additional collection adequate at least to discharge two of these assignments (Moorshedabad and Radhanugur) or to make a reference to the Accountant suggesting the expediency of permitting me to send a lack and a half to Moorshedabad, and one lack to Radhanugur, as I had promised on receiving the order, to send the Resident there this sum on the arrival of his Poddar to convey it. But the Revenue Accountant having then sent particular instructions, that the whole sum ordered should be remitted to Moorshedabad two lacks were then sent there accordingly, and the transmission of the one lack to Radhanugur was for a time postponed.

9th. The story which the Treasurer has told in order to excuse himself form responsibility for the embezzlement of the Treasure, under his charge, is merely a tissue of gross and palpable falsehoods. With regard to the manner of his appointment, his father Rajeeblochun Roy in whom, having long known him, I had reposed confidence, earnestly solicited this situation for his son, representing him as perfectly qualified and offering to pledge his whole Estates for his son's fidelity in the discharge of his duties. But although long importuned on the subject I did not consent till I had satisfied myself as to Sheebnarayan's being qualified for the office, and a trial of him for four months induced me to report him fit for the situation in my statement of the 26th of December 1822 as follows—

10th. "This man is not a Creditor or related to any Creditor of

mine. He is recommended to me by his father whom I have known for many years. He possesses an intimate knowledge both of Bengally and Persian, and knows a little of English, during the four months, he has been employed under me, I have found him fully qualified for the situation.

11th. He continued to hold the Office of Treasurer from this time forward and if it had been true as he now pretends, that he held it with reluctance, it is highly improbable that after an experience of sixteen months he could have wished to be confirmed and to receive the Sunund to the situation. This however was the case, as is evident from the records of the office, the Board not having sanctioned this appointment till he had officiated for sixteen months as Acting Treasurer. While thus officiating, he made every effort through the intercessions of his friends, and by assiduous attention to his duties to get confirmed as Treasurer. During that period of probation, as well as afterwards, he uniformly exhibited to me the Treasury Books, personally received instructions and reported to me regarding the Treasure and while I was absent on the Circuit, sent me daily reports and accounts in his own writing of the balance in his hands; he, in short performing in person all the duties attached to his office, and latterly in conjunction with an old confidential servant and Cash Keeper of his father, called Ramdhun, whom at their request I got appointed as head Mohurer, under the Khazanchee. Therefore Seebnarayan's assertion that he has not been allowed to discharge the duties of Treasurer, is entirely without foundation.

12th. The grounds on which I stated the age of Seebnarayan to be 25 years, were first from his own declaration, that this was his age, secondly from the circumstance of his being the eldest son of his father, who is upwards of fifty years of age; and as it is the uniform practice of the Hindoos of Bengal, especially the wealthy, to marry very young I saw no reason for doubting that the eldest son of a man of fifty should have attained his twenty fifth year; although now taking advantage of his somewhat youthful appearance, arising from his spare form of body he may pretend to be several years younger. That he looks younger than he really is would seem from the circumstance of Mr. Molony supposing from his appearance, his age to be two years less than Seebnarayan himself even now confesses it to be. On this point I trust it is not necessary for me to say more, as the question with regard to Seebnarayan, respects his integrity rather than his age or experience.

13. I fully admit that he was appointed Treasurer, on my strong

recommendation; I represented to the Board, as before stated, the qualifications he possessed viz. a thorough acquaintance with both the Bengally and Persian languages, besides some knowledge of English, and that during the time he had been acting as Treasurer he had discharged his duty satisfactorily. At the same time I freely acknowledged in my letter to the Board of the 26th of December 1823 that "there were many natives to be found of greater age and experience" to fill the situation. And I stated that the main grounds on which I rested my opinion of his fitness for the office, were the "unexceptionable character" which he at that time bore and the respectability of his security, Rajeeb lochun Roy; and that this ground has not proved fallacious appears from the fact of the money embezzled being replaced by the surety, when the defalcation was made known to him. I may have been mistaken in my opinion as to Seebnarayan's integrity, notwithstanding the care I took in forming it; but the Board is well aware that persons of greater abilities and longer experience in the service than myself are liable to similar mistakes.

14th. The Board has remarked on the contradiction between the description given of Seebnarayan by me formerly and that given of him now by Mr. Molony. My opinion was formed, as I have stated, from considerable personal knowledge of him, while Acting as Treasurer under me, and from the important circumstance of his father, who must have known him better than any one else, placing such confidence in him as to be willing to become responsible for him to any amount. Moreover, formerly Seebnarayan was desirous of securing to himself his situation of Khazanchee by ably and diligently discharging his duty; but when Mr. Molony had lately an opportunity of observing him, Seebnarayan with a view to escape from the consequences of the embezzlement in which he had been detected; besides exaggerating his youth in order to excite compassion, appears to have had a wish to counterfeit such extreme simplicity and ignorance as might exempt him from all moral responsibility. It is therefore not surprising, if while thus shrinking under dread of punishment, and attempting to throw his own responsibility upon another, he appeared to Mr. Molony to be a very different man from what he was described by me in the character I gave of him to the Board.

15. In reference to Mr. Molony's remark that the draft of a certain letter I addressed to the Board on the subject of Seebnarayan, dated the 3d September, 1822, was not found among the papers in my office; I beg leave to state that as copies of all official communi-

cations are regularly entered into the Book kept for that purpose; rough drafts may either be preserved or not at the option of the writers in the office, and when very indistinctly written or much interlined they are only fit to be destroyed as soon as a fair copy has been made from the original. With regard to the second letter on the subject, which Mr. Molony says is written in a strange hand, I am at a loss to conceive how Mr. Molony could take upon him to assert that the paper to which he alludes was the "draft" when it might naturally have occurred to him that it might only be a copy from the draft or probably from the original. It would appear however from Mr. Molony's statement that the draft of the third letter regarding Seebnarayan, has been accidentally preserved; otherwise he would have noticed the circumstance, and as it had an immediate reference to the former two, it must be evident that the recommendation of Seebnarayan proceeded from myself, and I have already fully stated the grounds on which it was made, one inducement being that he offered a highly respectable security as it has been proved to be by the prompt payment of the deficiency.

16. In reply to the charges in the 13th paragraph of your letter inferred from the 11th paragraph of Mr. E. Molony's report, that "all the principal situations in my Collectorship, were held by relations or dependants of Radhaprusaud, son of Rammohun Roy," I can positively and with the most perfect security contradict the assertion. And I cannot but express my regret that Mr. Molony should have thought proper to give such a strong colouring to his Report as to leave the Board unable to form almost any idea of the real facts. In order to shew the true state of the case I shall here subjoin an account of the native officers employed under me, remarking as I proceed on the report concerning them made by Mr. Molony.

17th. The only relation of Radhaprusad to whom the above assertion can justly apply, is Govindprusad Roy his cousin who having ruined himself by an unsuccessful law suit in the Supreme Court which he had carried on during my absence in Europe against his uncle Rammohun Roy; the latter, after my return, from compassion for his nephews distress, was induced to request me to give him a situation to keep him from starving, since he could safely testify to his qualification. As he had not been previously in any public employ, I appointed him to act upon his probation as Darogah of the Abkarry; this situation, having become vacant by the resignation of the former Darogah; and from this office I understand Govindprusad

has been removed by Mr. Armstrong and put upon his trial before the Magistrate on an accusation of bribery and embezzlement.

18th. Ramchund Gongoly whom Mr. Molony represents to be "a near relation of Radhaprusad Roy" and "a boy apparently eighteen or nineteen years of age" is I understand merely connected with Radhaprusad from the circumstance of Ramchund's sister being married to a cousin of the former. This circuitous connection by marriage which Mr. Molony has traced cannot be considered as at all "a near relationship" and this young man is besides not only much older than represented but possessed of very superior qualifications. He was accordingly recommended to me when the office of second Record Keeper became vacant from the extreme sickness of Uttack Beharry which terminated in his death. Ramchund also, I am told has been removed from his situation by Mr. Armstrong on account of his intimacy with Radhaprusad, and a suspicion of being thus concerned in the embezzlement alleged against him. Mr. Molony remarks very pointedly, on any appearance of Juvenility in a native officer calling a young man considerably upwards of twenty years, merely or "a boy" as if the human species in this country did not attain maturity till a much later period of life than in Europe, or it were contrary to the rules of the service to employ persons of the age, I am fully aware of the propriety of having native officers who have reached the years of discretion and the public Records will show that I formerly reported to the Board on the subject of a lad of 13 or 14 years a nephew of Debnarayan Bose who through his influence with the Honoble Mr. Elliot had him appointed nominally as Mohurer, but he really acted as Tuhseeldar of the Nuddea Kharjee Muhals; and considering him too young and inexperienced for so responsible an office, I suggested to the Board the propriety of their sanctioning my removal of him, with which however the Board did not comply as appears by their letter to me dated January 1823.

19th. Seebnarayan the Khanzanchee of whom I have already given a detailed account is I understand only distantly connected with Radhaprusad by marriage, and was nominated by me as Treasurer for the reasons before mentioned, on the situation becoming vacant by the former Treasurer being dismissed by the Board in reference to a decree passed against him by the Provincial Court of Appeal of Calcutta. This situation as before explained was given by me not on account of any relationship between him and Radhaprusad Roy, far less on account of his being dependent in any manner on Radhaprusads family.

20. Ramhurry Mitter the stamp Darogah under me was appointed on the situation becoming vacant by the dismissal of the former Darogah for being convicted of embezzling stampt Paper. Ramhurry had served as Moohurer under two former Collectors of Burdwan, Mr. Lawrence Mercer and his successor Mr. William Augustus Brooke; and afterwards as Aumeen under the Honoble Charles Andrew Bruce, some time Commissioner of Coatch Behar, subsequently Judge of Hoogly. I consequently considered him in every way deserving of the situation from his long experience in the public service. I am aware that for sometime previous to receiving this last appointment, he acted as a Mookhtarkar at Burdwan, and I am informed he managed some business for Rammohun Roy as well as others; but it was not certainly this latter circumstance which induced me to appoint him to the situation, any more than it could have appeared to me to disqualify him for filling it, and I would have appointed him whether this had been the case or not from the consideration of the claims to eligibility before mentioned. This man also I am told, has been dismissed by Mr. Armstrong and is on trial for a charge of embezzlement.

21st. With respect to Koonjbeharry Roy the Head Serishtadar of my office (who although of a similar name is so far from being related to Radhaprusad Roy the second Serishtadar that they are of different castes) Mr. Molony represents him (Koonjbeharry) as "an old dependant of Rammohun Roy". I wish to know by whom that gentleman has been so grossly misinformed. The fact is, as I have ascertained, that Koonjbeharry was never Rammohun Roy's dependant for the space of a single hour. He held very respectable situations under Mr. Miller for the space of fourteen years, in different parts of the country, while that Gentleman filled successively the offices of Register Collector and lastly of Judge of Furruckabad; and also under Mr. Charles Elliot and Mr. J. Donnithorne, and I myself knew him personally when Register at Ramghur, under Mr. Miller, Koonjbeharry at that time filling the situation of serishtedar. Mr. Miller entertained a high opinion of his integrity and thought him well qualified : a fact which I mentioned in my letter to the Board recommending his being appointed as serishtedar under me at Burdwan. From my personal acquaintance with him for about two years, and the certificates of character given him by several respectable Gentlemen of the Civil Service, I formed my opinion as to his honesty and qualifications; and should I have been mistaken in my opinion as implied by Mr. Molony, at least I cannot be accused of having formed that opinion on light grounds. He Notwithstanding, has been removed,

I understand by Mr. Molony and Mr. Armstrong on the ground of total disqualification, and superseded by Debnarayan Bose formerly dismissed by the Board from the same situation on my two reports regarding him in June 1823.

22nd. Ramdhun Chatoorjea Head Mohurer in the Treasury Department is Mr. Molony observes "an old servant and dependant" of Rajeeblochun Roy, the Treasurer's father. At the repeated request of Seebnarayan the Treasurer and his father as he (Ramdhun) appeared shrewd and well versed in business, I recommended the Board to appoint him to that situation when it became vacant by the long non-attendance of Unoop Sircar acting Mohurer.

23rd. Lulla Mudden Gopal was nominated by me as the Head Moonshee of the Roobbundee Department, on account of the long absence of the person who was formerly acting in that capacity. He was first brought to my notice by the Head writer of my office, as a person of distinguished abilities, and much commended by the various gentlemen under whom he had served, according to certificates of character given him by them. He is a native of Upper Provinces, and was totally unknown, as I understand, to Radhaprusad Roy or any of his family until his arrival at Burdwan. He has however been removed, I understand, on the ground of intimacy with Radhaprusad, from the situation of second serishtedar to which I had nominated him on the resignation of the latter, and is superseded by the moonshee of Mr. Armstrong.

24. From the foregoing statement the Board will on strict enquiry, perceive what situations under me, were held by the persons nearly or remotely connected with Radhaprusad Roy. In order to give the Board a complete view of the case, I now proceed to notice also those native Officers, employed under me, who are not enumerated by Mr. Molony, from which the Board will be able to judge how far, I can be justly represented as conferring all the principal offices on a single family.

25. Pettember Chattoorjea, the Head Writer, was appointed to that situation by the Honoble Mr. Elliot my predecessor: he bore a very good character for honesty, and intelligence, and was well recommended by many gentlemen high in the service. This native officer has also I am told been dismissed by Messrs. Molony and Armstrong, on the plea that he was intimate with Radhaprusad Roy, and may have been concerned in the embezzlement.

26. *Moonshee Kubool Ullee*, a respectable native, is at the Head of the Department of Sursuree suits, a situation of great responsibility

conferred on him by my predecessor, which he continued to hold under me; and I am happy to add that he discharged its duties to my satisfaction.

27. Gunganarayan, Head Moonshee of my office, was appointed to that situation by my predecessor, and continued in it under me.

28th. The two Record Keepers were appointed by my predecessors, one of whom was continued in the situation until he fell sick and died, and the other still continues in his situation.

29. Ketabooddeen was appointed Nazir by one of my predecessors and continued under me.

30th. In like manner the Dawk Moonshee, and the Tuhseeldar of Yumah Mehal, as well as a great number of inferior officers, are with a few exceptions all continued in their respective situations, as all the others whom I found employed by my predecessors would have been, unless death or their own misconduct had caused their removal It may here be remarked that the removals during all the time I have been Collector at Burdwan, bear no proportion to the number of charges made in a few days by Messrs. Armstrong and Molony. And as the latter in his report remarks on the circumstance of some relations, although only distantly connected, holding situations under the same Collector, as objectionable, I could wish that gentleman to ascertain the number of situations held by the relatives of Debnarayan Bose who is now restored to the situation of Head Serishtedar, from which he was formerly removed; and to state also how many more of this man's near relations and connections have been nominated to public offices, since the arrival of Messrs. Molony and Armstrong at Burdwan, and also to form an estimate of the extent of Debnarayan's former controul over the Treasury stamp paper and Opium Departments through his very intimate friend Dabeeprusad, the former Treasurer and his brother Suroop Deputy Treasurer, and his brother-in-law Juggutbullub, stamp Darogah with their connections in other offices.

31. Mr. Molony has so worded the 27 paragraph of his Report as to convey to the Board the information that in making an enquiry into the embezzlement in which the Treasurer alleged Radhaprusad Roy to be concerned, I directed or sanctioned Radhaprusad's taking examinations (whilst I lay on my bed in a state of exhaustion and debility). This representation of Mr. Molony is I am sorry to be under the necessity of saying altogether incorrect; Radhaprusad Roy, so far from conducting, not being ever present at the examinations. Being myself afflicted with severe bodily sufferings, as Mr. Molony notices, I was quite unable to leave my room; however I thought it proper to

institute every practicable enquiry into the circumstances of the embezzlement, by holding an examination of my own Amlah, who must be perfectly acquainted with all the transactions about the Treasury. As the person accused by the Treasurer of being implicated with him, was Radhaprusad Roy, the questions put to the witnesses were necessarily pointed at him. From my own personal knowledge of the circumstances the evidence of my Amlah was to my mind perfectly satisfactory; and even if I had wished to go into extraneous matter not immediately connected with the point the state of my health would not have allowed me. As to the whole scope and tendency of the evidence being as remarked in the Report, to exonerate Radhaprusad Roy not being attributable to Radhaprusad's having himself conducted the examination as Mr. Molony led the Board to believe, it may easily be accounted for from the circumstance of Radhaprusad happening to have nothing at all to do with the Treasury.

32. With regard to my acceptance of his resignation, I beg leave to state that on my arrival at Burdwan to assume the duties of Collector, I found the office of second Serishtedar vacant, and nominated one Neelmony to officiate, and on his resigning Radhaprusad was employed to act in that situation. After these enquiries concerning the embezzlement commenced, Radhaprusad being obliged to be in constant attendance before the Magistrate, could no longer attend to the duties of his office, and in the latter end of July gave in his resignation, which I consequently accepted, nominating Mudden Gopaul in his stead But as the charges made against him by Seebnarayan regarding the embezzlement were preferred previous to Radhaprusad's resignation, he is as much answerable as before.

33. With regard to the forged Notes and Notes of private Banks and the amount of the pice in the Treasury, this is entirely within the sphere of the Khazanchee, who is responsible with his surety for any thing that is incorrect, but when it came to my knowledge on some former occasions that forged notes had been sent to the Treasury, I either reported the circumstance to the Board or brought it to the notice of the Magistrate.

34. As to the security Bond taken for my Treasurer I beg to state that at the time I recommended Seebnarayan's appointment in December 1822. I forwarded to the Board, a copy of the Bond executed by Rajeeblochun Roy, binding himself as surety for his son as Khazanchee, agreeably to section 11th of Regulation 2nd 1793. The Bond being drawn out in the form prescribed by the Board, I therefore thought it unnecessary to take a fresh Bond from the surety on the

Treasurer being confirmed. The reason for my not transmitting the original Bond to the Board was, that it had been the custom of my predecessors to send only a copy and retain the original; for instance the surety Bond of Dabeeprusad Sircar, the former Treasurer, was found by me in the office at Burdwan.

35. The error of Sa. Rs. 1,000 in the Treasury Accounts may have arisen from the hurry and confusion of the Treasurer in making the Books correspond with the statement he thought proper to make regarding the defalcation. But as to the cause of this circumstance I can only speak by guess, not being able to perceive what interest any one could have in making such an error. With regard to the amount of short weight rupees remitted to Moorshedabad, I reported the matter to the Board, I believe, a few days before giving up charge to Mr. Armstrong. The balance of Sa. Rs. 411 due by the former Khazanchee was repeatedly brought by me to the notice of the Board, and frequent demands were made upon him without success.

36. I made it a rule to examine the Treasury every month, but in the latter end of May I was compelled to discontinue that duty from the state of my health.

37. In superintending the stamp, Abkarry and Opium Departments I used the same checks as adopted by my predecessors, and beg to state that in the opium department there has been no falling off, and the other branches of Revenue arising from collection or assessment have been higher on an average than they were under my predecessors.

38. I have already explained in the 2nd paragraph of my letter the probable causes of the disorder reported to prevail in my office at Burdwan. It is true as noticed in the next paragraph, that during my indisposition, I was necessitated to have some Books and Papers brought from the Cutchery to my own house for the dispatch of business as far as my health permitted. But even although this had occasioned no derangement in the office, the complete revolution so suddenly produced among the principal Native Officers, by Messrs. Molony and Armstrong is sufficient to throw every thing into confusion. For the Board is well aware, from the representations addressed to them directly and through the Judge during the last year, that Debnarayan Bose now nominated Head Serishtedar, has been for a long time past carrying on active hostilities against the persons employed under me; and now that this man with his relations and partisans has got the controul of the office they may naturally endeavour to confound and represent in the worst light every thing done by their predecessors to whom they are so inimical.

39. The circumstance noticed in Mr. Molony's Postscript of a bundle of Papers being found in a Park at Burdwan, to which the Board particularly calls my attention, seems strongly to speak for itself, as it affords great insight into the nature of the means capable of being employed to injure an individual against whom a conspiracy is formed. The bundle is pointed out as being found in a tank near the house of Radhaprusad Roy, whom as before observed it is the object of a strong party to bring into suspicion; and I am informed it was placed in a situation sufficiently singular for such a purpose. The papers were enclosed in wax-cloth, and placed partly under and partly above water, so that they could not escape being observed. Now if Radhaprusad had possessed these papers, and wished to destroy them he might have easily done so by tearing them up or burning them, without throwing them into water, or if he had preferred the latter mode, he would not have taken the trouble to enclose them in wax-cloth which was rather calculated to prevent their destruction; and above all placing them partly under and partly above water in a tank near to his own house is the very method he would have avoided, when by a few stones or heavy bricks he might so easily have sunk them to the bottom in many other tanks in the neighbourhood. On the other hand if these were Papers which he wished to preserve and keep concealed, he might have done so in his own house, or in those of any of his friends or by burying them in the earth; but surely the last mode any man in his senses could think of for preserving dangerous papers, would be to immerse them partially in water in an exposed situation near to his house. The circumstance appears to me altogether unaccountable, unless as a proof of the means resorted to by Radhaprusads enemies to involve him in suspicion. They having at that time free access to the public offices, might of course without much difficulty purloin from them or elsewhere the scraps of letters "or detached portions of paper" in my hand-writing or such other papers (said to be in the bundle) as they thought adopted to their purpose.

40. As to the signature of the daily Treasury Accounts, I beg to state that it was my practice to sign them regularly, but without examining my Records I am unable to say with certainty for what reason this may have been omitted or at what particular time this may have been the case, and with regard to the registering of Bank notes I beg to state that this not having been the practice of my predecessors at Burdwan it was not adopted by me; a Register of Bank notes was however kept by the Khazanchee.

41. In answer to the concluding paragraphs of your letter, I beg to state that previously to my late illness (although being away from my Records I cannot speak precisely as to the number of days of my attendance or non-attendance) I can positively affirm that I always attended my Cutchery when it was necessary for the dispatch of public business, and that the sales of lands, decision of cases referred to me by the Judge according to Regulations 2nd. 5th. and 7th. the hearing of Durkhasts, and the transference of estates and other public business, were invariably conducted in the Cutchery. Having made it a point not to come to a final conclusion on any case of importance without having the papers translated into English I usually took the Roobukaries Durkhasts and other papers to my own house to be translated and fully considered; and I also in my own house, to facilitate the transaction of business, used to write the drafts of public letters and revise the papers of my writers; and sometimes I signed Purwanahs and public accounts. But I never held any sales at my own house with the exception of the one noticed by the Board on the 24 July it being impossible for me at that time on account of my indisposition to go to the Cutchery. The sale was held however in an open verandah not more than 50 yards from the Cutchery, and every publicity given to it, by advertisements, placards and public proclamation, according to Regulation 11 of 1822; so that it might be attended with the same facilities as if it had been held in a more regular place, which I regret was not then practicable; but I feel assured that Government as well as the Board will with their usual liberality make due allowance for the very severe bodily sufferings under which I was labouring during these transactions.

42. In conclusion I return my respectful thanks to the Board for the speedy, dispatch of the queries in your letter, and for their kindness in supplying me with copies of the papers for which I applied.*

Enclosure to the above letter re: Shunnuck Lall Tewary's petition.

Sir,

In pursuance of the subject of my letter of the I beg leave to acquaint you that I have made particular enquiries into the charges preferred in the Durkhaust, under an anonymous signature forwarded to the Board by Dawk, and now through you communicate the result to the Board, for their consideration.

* Board of Revenue, Procgs. 19 Oct., 1824, No. 12A.

Querie 1—This anonymous writer (for the signature is evidently fictitious) gives high praise to Debnarayan Bose, the head Serishtadar of my office, and asserts that Radhaprusad Roy, has endeavoured from bad motives to get him removed from his situation by means of a false complaint.

Answer 1—Having already fully informed the Board respecting the complaint brought against Debnarayan Bose, in my letter of I shall not now renew the subject, but I trust that the Board will perceive the source whence this string of accusations has sprung.

Querie 2—In the second place the anonymous writer alleges that Radhaprusad Roy had abstracted a large sum of money from my Treasury, by connivance with my Acting Khazanchee.

Answer 2—I have stated in my letter of that there was no deficiency whatever in the Treasury, as ascertained by my personal examination, and a comparison of the cash in hand with the balance of the Treasury Account.

Querie 3—Thirdly this anonymous Writer asserts that although there was stated to be in the account, a balance of three lacks of Rupees more or less in the Treasury, yet in answer to two assignments of the Board, for a lack of Rupees each, only fifty thousand Rupees was paid on account of each assignment.

Answer 3...... From the accompanying statement the Board will perceive that there was in the Treasury an Actual balance of two lacks, forty five Thousand, three hundred and ninety Rupees, nine annas, ten gundahs, of which eighty six thousand, six hundred and forty six Rupees, were in Bank notes and 3,368 Rupees, 5 annas and 10 gundahs were partly short in weigh, and partly consisting of Copper coin leaving of ready cash only one lack, fifty-five thousand, three hundred and seventy six Rupees four annas. There is no prospect of any collection of Revenue for the present year till the middle of July next, and it is necessary to provide for the payment of Civil and Military establishments, and the demands of pensioners, and Talookdars, whose lands have been sold; and also to answer a draft of Captain Kemm, for Sicca Rupees 10,000 amounting in all to Sicca Rupees 50394 4 as. 3 gs. as shown by the accompanying list, as all these demands are to be paid in ready cash, as well as the above assignments, and as my Treasury was not sufficiently abundant to enable me to pay the whole in cash, I deemed it expedient to pay in the mean time fifty thousand Rupees, in part of each assignment.

Querie 4thly This anonymous writer alleges, that Radhapersad

Roy received Sicca Rupees 18,000 from Seebnarayan, the Acting Khazanchee for procuring him that situation.

Answer 4thly I therefore beg leave to submit the accompanying deposition of the said Sheebnarayan Roy taken before me on an accusation of the same kind being brought against Radhapersad Roy.

Querie 5thly This anonymous writer alleges, that notwithstanding the Board's dismissal of Seebnarayan, and their ordering another to be appointed that he still continues in his situation, through the interest of Radhapersaud Roy, in consideration of the bribe above mentioned.

Answer 5thly I refer the Board to their letter of the 14th of January, from which they may ascertain whether they ordered that Seebnarayan should be dismissed from his office, or that I should endeavour to select for the office a person, better qualified to discharge it's functions.

Querie 6thly This anonymous Writer alleges, that Radapursaud Roy had embezzled stamped paper to the value of Sicca Rupees 11,000 when it was under the charge of the late stamp Darogah, whom he accused of having stolen it, and that the said Radhapursaud having sold some part of it, had two thousand Rupees still remaining in his store.

Answer 6thly In answer to this accusation, I refer the Board to my two reports of   and on examining personally the stamped paper in my store, I found this charge perfectly groundless as stated in my letter of

Querie 7thly This anonymous writer alleges, that there is at present a decrease in the aubkarry Revenue, which he attributes to the practices of Radhapursaud Roy with the dealers, from whom he accuses him of regularly receiving bribes.

Answer 7thly In answer to this charge I submit a statement comparing the aubkarry assessment and collection of last year with those of former years, and also the assessment of the present year, from which the Board will perceive, there is a considerable increase of aubkarry Revenue, and I also send herewith the depositions of the principal Aubkars, abjuring the above charges.

Querie 8thly and lastly. This anonymous writer states that Mr. Elliott the late Collector, issued a notice desiring those who had deposited their money in the Treasury, or whose fathers had done so, to come and receive the same, intimating to them, that in case of their failure to appear before a certain time, that the money should be forfeited to Government and alleges, that Radhapersaud Roy

caused a great part of it to be given away to persons who have no just claim to the sums so deposited.

Answer 8thly and lastly. In answer to this charge I submit a copy of my predecessor Mr. Elliott's proceeding, and a statement of the sum deposited, from which the Board will perceive that Mr. Elliott himself paid to three of the persons, named in his proceeding, sums lodged in the treasury, under the circumstances therein mentioned and that no more has since been paid.*

A true copy (Signed) J. Digby
Collr.

199. Letter from the Offg. Collector of Burdwan to the Board of Revenue transmitting copy of his answer to Govindpersaud Roy's plaint. (23 September, 1824).

Sir,

I have the honor to acknowledge the receipt of your letter under date 31st ultimo together with its enclosures and in reply beg to submit for the consideration of the Board a copy in Persian of the reply which I have drawn out in Answer to the plaint filed in the Zillah Court of Burdwan by Govindpershaud Roy late Abkaree Darogah.

P. 2d. I reported the deficiency in the Abkarre Department in 6th Paragraph of my letter to your address under date 16th ultimo and the measures I adopted on the Tuhsildar's refusing to make good the deficiency. On taking charge of the office I found his account for the month of Assar as follows.—

The Towjee exhibiting the sum of Sicca Rupees 4,451. 3. 5. of which he had realized Sicca Rupees 3,124. 11. 5. paid into the Treasury in my presence Rupees 1227. 2. 5. leaving a balance against him of Sicca Rupees 1987. 12. 5. he stated that he had paid this balance to the late Treasurer but could not produce any receipt I then referred to the Seeah and on finding that no such sum had been entered I of course could not give him credit.

P. 3d. The suit filed by the late Abkarre Tuhseeldar has no legal grounds whatever on which to rest a claim—granting for the sake of argument, that he did actually pay, the said money to the late Treasurer still it was his duty to see the Amount carried to credit and obtain the usual receipts having failed to do so he must take the consequences as Government cannot be made res-

* Board of Revenue, Procgs. 19 Oct., 1824, No. 12B.

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ponsible for sums never entered in their accounts. The Hath chittees which he states to have obtained from the Podars can avail him ought they being altogether of a private nature what connections have Podars with the receipts and disbursements of a Collectors Treasury beyond that of assaying and counting rupees previous to their being received into the Khazana.*

200. Board's reply to the Offg. Collector of Burdwan's letter re: his adoption of certain measures in the Burdwan Collectorship. (24 September, 1824).

Sir,

I am directed by the Board of Revenue to acknowledge the receipt of your letter of the 16th Ultimo with the copy of the report mentioned in it, which had been forwarded by Mr. Molony to Government.

2nd. Under the circumstances stated in the above papers the Board entirely approve of your having removed from their situation the several officers mentioned in the margin. The Board however postpone for the present passing any orders in regard to the arrangement made by you for the discharge of the duties of Seristadar by the nomination of Debnarain Bose to the former and of Mirza Hyder Allee to the latter situation.

Ramdhun Chatterjea Naib Khazanchee Ramchunder Gangilee Record Keeper Petumber Chatterjea Head Writer Koonjibeharee Roy Sheristadar and the Naib Sheristadar whose name is not mentioned.

2nd. In reply to the 6th Paragraph of your letter I am directed by the Board to desire that you will report to them whether the sureties of the Abkaree* Tehsildar and the Stamp Darogah were regularly required in the manner prescribed by the Regulations to make good within specific time the defalcation which appeared in the adjustment of the accounts of these officers. The Abkaree Tehsildar having since the date of your report above acknowledged filed a Plaint with a view to contest the justness of the demands against him he must of course previously to his suit being admitted have given security for the payment of the amount in the event of his being non suited any want of means therefore on the part of the first surety of this officer discharge the deficiency should such ultimately occur may be of little consequence the Stamp Darogah however has not adopted

*In a report from Mr. Molony to Govt. dated the 10th September he speaks of the want of means of the surety of the Abkaree Tehsildar but the Board are uninformed of the ground of the opinion given.

*Board of Revenue, Procgs. 29 Oct., 1824, No. 22.

as far as the Board are aware a Proceeding of this description, and it is consequently necessary that every legal measure be vigorously and promptly adopted to secure the Government against loss in this case.

2. The Board trust that you will shortly be able to nominate a fit and proper person to the situation of Treasurer of your Collectorship. The utmost attention should be paid to procure a man of respectable character and of regular habits of business, and who can furnish unexceptionable security.

3. The list applied for in the last paragraph of your letter will be forwarded to you in a few days*

201. Board's reply to the Offg. Collector of Burdwan's letter re: Burdwan affairs. (24 September, 1824).

Sir,

I am directed by the Board of Revenue to acknowledge the receipt of three letters from you dated the 30th and 31st Ultimo and the 4th Instant with their respective enclosures and to communicate to you the following observations and orders on the subject of these papers.

Paragraph 1st.

It appearing from a report of the 10th Instant forwarded by Mr. Molony to Government that the security of Shibnarain Roy the late Treasurer has made good the whole of the public demands against them and that the security Bond has been returned to Rajiblochun Roy, the surety it is unnecessary to notice further the observations made by you in the letters above acknowledged in regard to your arrangements for realizing the amount standing at his debit. The Board desire me however to state that you should bring distinctly to the knowledge of the Magistrate of Burdwan the circumstance of the forged Bank Notes found in your Treasury on your taking charge, shewing at the same time from whom they were received and to whom they were delivered on your receiving the amount for which they were originally given to the Treasurer. A report to this effect should also be furnished to the Board for communication to the Bank of Bengal.

Mr. Molony has not adverted in his reports to the claim stated in your letter of the 4th September to have been made by some of the Omlahs against the Treasurer for arrears of allowances which they allege they have not received. This claim therefore has probably been adjusted; but if not, as no complaints were made by the Umlah at the

*Board of Revenve, Procgs. 24 Sept., 1824, No. 39.

proper time of their not receiving their allowances, and as the security Bond of Rajiblochun has been returned to him, if the late Treasurer contests the claim the question would seem to be a proper one for the decision of the Civil Court to which the Umlah in such case may apply for redress.

The letters referred to in the concluding paragraph of my dispatch to your address of the 20th Ultimo were dated 11th July and 13th October 1820, but apparently from a mistake of the copyist stated to be of 1821. Copies of them are enclosed for your eventual information, and you will be pleased to report to the Board particularly regarding the condition of the Lackeraje Taidads of your Office, and to adopt every proper means for their preservation and safe custody.

The Board authorize you to repair the Camp Equipage belonging to your office at an expence not exceeding the Estimated sum of Rupees 20 and six annas.

An Extract from Mr. Molony's report of the 10th Instant and a Copy of the Statement mentioned in it, which Extract and Statement contain the information adverted to in the first part of the 2d Paragraph of this dispatch are enclosed for your information.*

Ordered that Civil auditor be informed that the Officiating Collector of Burdwan has been authorized to incur an expence of 20 Rupees 6 as. for the repair of the Camp Equipage attached to his Office.

202. Board's letter to the Offg. Collector of Burdwan asking to forward translation &c. of Takoordoss Hattee's petition. (24 September, 1824).

Sir,

I am directed by the Board of Revenue to acknowledge the receipt of your letter dated the 30th Ultimo with its enclosure and to desire that you will submit to the Board in the prescribed manner a translation of the Petition presented to you by Takoordoss Hattee you will be pleased at the same time to forward to them the Proceedings of the Investigation alluded to in your letter.†

203. Board's reply to the Offg. Collector of Burdwan's letter re: Burdwan affairs. (24 September, 1824).

Sir,

I am directed by the Board of Revenue to acknowledge the receipt of your letter of the 7th Instant with the Proceedings held by the Collector which it mentioned to accompany it.

*Board of Revenue, Procgs. 24 Sept., 1824, No. 43.
†Board of Revenue, Procgs. 24 Sept., 1824, No. 45.

2. No authority having been given by the Board for cancelling the demand of sicca Rupees 15. 13. 10. stated to have been due to Government by the abkars in Burdwan for September and October last, the balance so cancelled by Mr. Digby may for the present stand at his personal debit. The subject however, having been brought to the notice of Government in a late report from Mr. Molony has been forwarded to Mr. Digby for such explanation as he may be desirous of offering on the several points stated in it, the Board postpone passing any resolution on this particular subject in as far as relates to Mr. Digby personally until they receive his reply to the report.

3. The Board desire that you will forward for their inspection the Proceedings held by you which are stated to share that these balances were subsequently collected by the abkarree Tuhseeldar and Mohurrer at their private residence and on their own account, also that the regular system of extortion to which you allude was practised by Govindprusad Roy the Tuhsildar—The Board conclude the Magistrate in consequence of your communication to him will have pursued the proper and regular course in regard to this individual—You will of course, however, keep Mr. Molony informed of every circumstance which may be necessary to enable him to prosecute with success the charges against Govindprusad.

Proceeding 4.

4. Until the Board shall have had before them the Proceedings called for, they can not of course issue any orders on the reference made in the 6th paragraph of your letter.

5. You will be pleased to transmit to the Board without delay the advertisement mentioned in the 7th paragraph and the Board desire that you will forthwith return to the abkars whatever premium or Bonus you may have received for their Licenses under the arrangement noticed in that and the following paragraph of your letter—You will also discontinue the demand of the premium in future as being wholly irregular and quite inadmissible.*

204. Board's letter to Mr. Digby asking to expedite submission of his explanations on several points in Mr. Molony's supplementary report on Burdwan embezzlement affair. (24 September, 1824).

Sir,

I am directed by the Board of Revenue to acknowledge the receipt of your letter of the 22d Instant with its enclosure and to state to you that as the Board are desirous of including in their report

* Board of Revenue, Procgs. 24 Sept., 1824, No. 47.

to Government in that letter the explanations which you may wish to offer on the several points touching your official conduct stated in the papers forwarded to you with my dispatch of the 21st Instant the Board request you will expedite your reply to that dispatch.*

205. Letter from the Offg. Collector of Burdwan to the Board of Revenue informing of the steps taken by him to bring the several departments of his office to order. (27 September, 1824).

Sir,

In continuation of my letter under date the 16th ultimo I have the honor to transmit the accompanying roobacarree for the information of the Board and beg that their particular attention may be given to it, as from a perusal thereof, they will be enabled, to form some idea of the difficulties I have had to encounter, and the exertions I have made, to surmount those difficulties and bring the several Departments of the Office into some tangable state of organization.

P. 2d. The Board will observe that no lists have been kept of the records and that the head of each Department instead of making over papers and nuttees to the record Office, have retained them in their several sherishtas some having in their possession all the documents that have accumulated for these last ten years—to check this irregularity I immediately directed each individual to make over all these records to the mahavis Dufter, receiving from him, a receipt for the same and to continue this practice daily the record Officers are now employed in making out an accurate and comprehensive list of the records, but many months must transpire ere they can complete their task.

P. 3d. It is quite impossible to ascertain with any degree of certainty what particular records have been made away with—the record Office is rather a confined room in the Cutcherry and the papers from not having been occasionally aired are much injured by white ants and rats. I have taken measures to remove these evils and purport after the conclusion of the rains to have all the papers exposed to the sun for two or three successive days. The state of the Building in consequence of last years inundations is much in want of repair.

P. 4th. The Board will I trust approve of the measures I have adopted with respect to Gopeemohun Chowdree and Gour Mohun Chowdree the former Naib Moonshee, and the latter Persian Mohurer, the inconvenience arising from the employment of new and inexperi-

* Board of Revenue, Procgs. 24 Sept., 1824, No. 49 & 50.

enced Officers together with the difficulty in procuring persons qualified for the situation in question ; have induced me not to suspend these two individuals, who have continued undetected for these last ten years appropriating to themselves part of the public money the yearly amounts embezzled is doubtless very small nor is the whole sum of much moment it is the system that so much requires checking the readiness with which Gopeemohun and his brother Gourmohun have come forward to make good the deficiency, as specified in the roobakaree is another reason for my continuing them in employ having merely deprived the Persian mohurer of the Tuhseeldaree of Imah muntushur of this Imah no interest accounts have been kept bofore 1221 B. S. nor can the Tuhseeldar of Imah Burdwan the mohurruree Tuhseel of Nuddea Kharja or the mohurruree Tuhseel of Imah Kursoonda produce, any sood accounts for an earlier period ; the reason assigned is that interest was only partially collected and no accounts retained I have not as yet had an opportunity of minutely examining the sood accounts of the three last named Tuhseeldars so soon as I have done so the result of my enquiries shall be made known to the Board without delay.

P. 5th. In the last paragraph of my letter under date 23d Instant I adverted to the very unsatisfactory state of the Chackeran sherista this Department has also come under investigation as detailed in the Rooboocary Juggut Mitter formerly mohurer but lately nominally a canongoe but in reality the Chackeran mohurer was not forthcoming on my taking Charge of this Collectorship within these few days I succeeded in securing his attendance at Office and immediately required him to render an account of his Office : he denied his having had anything to do with the Chackeran department, since his nomination to a canongoship I explained the unreasonableness of such assertions as I had the most satisfactory proof of his never having joined the latter situation and that he in conjunction with his brother, who was not attached to the Collectors establishment, had regularly carried on the duties, and kept the accounts, moreover that he had accompanied Mr. Digby on his deputation in 1823-1824 in the capacity of Chackeran mohurer subsequently to his having obtained the other appointment,—he here produced the records taken with him on that occasion together with the proceedings of Mr. Digby—those papers bearing Collectors signature did not extend beyond the depositions of a few villagers, without any final orders being passed. It appears also that Mr. Digby had deputed this Juggut Mitter to make further enquiries upon which plea he retained at his private residence all the records

taken into the mofussil on account of this aforesaid deputation thus has he had them in his possession for six months without even restoring them to the Office or rendering any account of his proceedings to Mr. Digby this mohurer and canoongo obstinately refused to give any assistance in the examination of his sherishta, persisting in his being unconnected with that Department, and therefore not responsible ; to this I could not assent and on finding that he would not produce the documents that were missing or give any account of his Jumma Wassil Bawkee for 1229 & 1230 B.S. I made him over to the Dewanny Jail under regulation 3 of 1794.—there to remain until favored with the orders of the Board. I would recommend his release but at the same time being dismissed and pronounced incapable of ever serving the Government again in any capacity.

P. 6th. In adverting to the Ishtehar, which will be seen from the accompanying Roobacaree, cannot now be found in the Office, I beg to state that it was issued by Mr. Elliot after the conclusion of the correspondence noted in the margin the money of course still remains in deposit and before it can be carried to the credit of Government another Ishtehar giving notice that after the expiration of six months from the date all the unclaimed deposits specified in the Ishtehar will be placed to the account of Government.

Collrs first report March 10th 1818. Board's reply 13th March 1818.

Collectors second report March 27th 1818. Boards reply authorizing the issuing of the Ishtehar 31st March 1818.

P. 7th. The Board may deem the guilt of the individual Officers now brought to their notice to be of such a magnitude as to demand dismissal or suspension from their appointments—under any other circumstances I would have at once suspended the Persian mohurir and Naib Moonshee but as so many removals have taken place lately I wish to avoid further embarrassment and detriment to the performance of the duties entrusted to my charge by employing any more new servants unacquainted with the routine of business—I am fully pursuaded a recurrence of the circumstance may not be apprehended, if the Collector gives a moderate share of attention to the duties of the several departments and enters into the minutia of this Office.*

206. Mr. Digby's letter to the Board informing that he was preparing a reply to Mr. Molony's supplementary report. (4 October, 1824).

Sir,

I have the honour to acknowledge the receipt of your letter of the 30th September, with the annexed copy of a letter addressed to the Board by Mr. Secretary Mackenzie,

* Board of Revenue, Procgs. 29 Oct., 1824, No. 24.

Debilitated as I am I have been preparing a reply to the second report forwarded by Mr. Molony to Government which I hope to be able to complete by Wednesday next the sixth instant.*

207. Mr. Digby's letter to the Board submitting explanations on several points in Mr. Molony's supplementary report on the Burdwan embezzlement affair. (9 October, 1824).

Sir,

I have the honor to acknowledge the receipt of your letter of the 21st Ultimo, with its enclosures, and proceed with as much expedition as my present situation and the debilitated state of my health will allow to give the explanations required respecting the affairs at Burdwan, noticed in Mr. Molony's supplementary report of the 10th September last.

2nd. In the 2nd paragraph of that Gentleman's letter he states that "a gross imposition" had been practiced upon me in regard to the persons who became security for Govind prusad Roy, the Tusseeldar of abkaree; this security being represented to him as a common Mohurrer on a salary of 12 Rupees a Month, and not possessed of 20 Rupees worth of property. From the information I have lately received, I believe that Gentleman to have been misled in his estimation of the security's property, since it is stated to have been very recently estimated at Sicca Rupees 6,000 on this person's offering to the Magistrate to become security for Radhaprusad Roy, when lately prosecuted in the Fouzdarry Court by the Treasurer. With regard to the smallness of the situation held by the security, it is very common to find natives of much greater property than this security, in the employ of Government on salaries of 10. 20 or 30 Rupees a Month. Moreover as Mr. Molony reports, that "the abkarry Tuhseeldar has filed a petition of plaint contesting the demand" (of Sicca Rupees 1987. 12. 5.) producing of course sureties for the said sum, as prescribed by the existing Regulations and as Govindprusad, I am told, produced security to such amount as was deemed requisite by the Magistrate on his being charged by Mr. Armstrong with embezzlement these two additional securities afford an assurance of the recovery of any sum that may be legally due from him to Government independent of his former security. It is however quite possible that an attempt should be made in the present circumstances to make this security appear nugatory, as

* Board of Revenue, Procgs. 19 Oct., 1824, No. 12C.

the security himself, on seeing his property threatened with attachment on account of the abkarry Tuhseeldar, may very naturally wish to conceal or induce others to prefer claims upon it, in order to save himself from loss, especially when he knows there is a strong party among the native officers who being very inimical to the former ones would very glad to aid him in this concealment with the view of throwing blame on the former proceedings in the Collectorship.

3rd. On the representations made to me by several abkars, that the severe losses suffered from the extensive inundation in 1823 had occasioned a falling off in the sale of their Liquors for some weeks. I while in the Mofussil during the last cold season, examined the witnesses produced by the abkars to discover the truth or falsehood of their representations, and from the depositions taken, ascertained their petition to be well founded I did not consequently insist on realizing the balance then due from them but specified the same as unrecovered in the Jumma Wassil Bawkee and in the annual Jumma Wassil Bawkee made up at the end of the Revenue year, and I at the same time promised to send a detailed report on the subject for the consideration of the Board which I could not accomplish on account of my subsequent indisposition. The representation made by Mr. Molony is that the abkarree Tuhseeldar, collected all these balances without carrying them to the credit of Government; and that Govindprusaud Roy is in consequence charged by Mr. Armstrong with embezzlement, which therefore being a matter now under trial before the Magistrate, the result will in due course be known to the Board.

In reference to the 4th and 5th Paragraphs of Mr. Molony's letter, I beg to state that I never adopted any new mode of collecting or of receiving abkarry or other Revenue which should have rendered it incumbent on me to obtain the previous sanction of the Board. The fact is that having found that the former stamp Darogah frequently made use of the money remitted to him by Mofussil Venders, in opposition to the rules acted upon by my predecessors I, with a view to remedy this abuse, in my Purwanah alluded to by Mr. Molony, ordered Ramhurry Mitter, the succeeding stamp Tuhseeldar, to deliver into the Treasury without loss of time whatever sum or sums should be sent him by the Mofussil Venders, and have the same carried to the Credit of Government in the books of the Treasury documents as much as the seah Book of the Treasurer,

since money coming into Treasury from all the branches of revenue, has always been credited first in the Books of the Podars. I at the same time further ordered him to receive acknowledgements for such sum or sums from the Potdars, and to have the said sums regularly credited in the Government accounts as usual, also to deliver receipts forthwith for the same, to the Mofussil Venders, in order that no fraud might be practised upon the Mofussil Venders on the one hand by the Darogah on stamps by the Treasurer on the other. In explaining this subject, allow me to express my approbation of the conduct of Ramhurry Mitter who though charged with the management of such a large quantity of stamps in the Burdwan Collectorship, is proved to have delivered up to the Treasury every pice he collected, although under the particular circumstances related by Mr. Molony the Acting Collector has refused him credit for Sicca Rupees 5,186. 10 annas.

5th. Mr. Molony observes in the 2nd Paragraph of his letter that the balances demanded of the stamp Darogah and the Abkarree Tuhseeldar will not he thinks, be easily realized, I agree with him in this supposition because the latter Officer has already filed as before stated, a petition of plaint contesting the demand, and Mr. Molony intimates in the 4th paragraph of his letter, that the former is about to do so, and as it is more than probable or at least very possible that they will prove to the satisfaction of the Court that each has delivered up the sum demanded of him to the Treasury according to the general usage, judgement under such circumstances, being given in their favor, there will be little or no prospect of realizing these sums from the Treasurer. Mr. Molony having given back to his security Rajiblochun Roy at his request the security Bond, executed by him, as that Gentleman states in the 1st paragraph of his report.

6th. At any rate the decision of the Court in favor of either party is at present doubtful, and several demands have, I am informed since been made, upon the Treasurer by Canoongoes and others, for their respective salaries, on the ground that they have not been received by them though placed under the head of disbursements, I therefore apprehend that Mr. Molony's restoration of the security Bond to the surety of the Treasurer, without any previous reference to the Board will prove disadvantageous to Government besides according to the existing Regulations, the interest of the sum embezzled is demandable from the surety from the time he is called upon for payment to the date of the deficiency being made up ; but in this case the interest is I believe still unpaid.

7th. In order to show that there was confusion in the accounts Mr. Molony refers in his 5th paragraph to a statement (A) of sums of money paid out of the Treasury on account of the salaries of native Officers during the intervals between the removal of an Officer, and the appointment of his successor, which sums amounting to Sicca Rupees 839. 15 annas 6 Gundas 3 Cowries were it appears charged in the Treasury Books under the head of the disbursements, and not recredited to the Government. The same sort of irregularity was formerly noticed by me in my letter to the Board of July 1822 or 23 respecting the conduct of Dabee Surkar the former Khazanchee, who was thereupon ordered to refund the sums which in such cases of vacancy he had failed to recredit to the Government among other cases, it was found that even when one officer (Debnarain Bhose) in favor of whose conduct Mr. Molony spoke so highly in his former report was promoted to the office of head Sheristadar, he continued to draw also from the Treasury the salary of his former situation, as noticed in my report to the Board of June 1823. Indeed such irregularities are always very liable to be attempted but fortunately are also sure of being ultimately discovered, and I perceive by the first paragraph of Mr. Molony's letter that the sum demandable from the Treasurer on this account has been paid up to Government by the security of the Treasurer.

8th. With regard to the intervals that occurred and the mode adopted in appointing Mofussil Venders as noticed in the same paragraph, I beg leave to state that in case of vacancies candidates did not readily appear for such small situations, at least candidates who could produce proper security ; and as I took every possible care to ascertain correctly their real circumstances before appointing them, some delay necessarily occurred, but I have reason to hope that Government will not sustain any loss by them, unless indeed some fraud be practised or countenanced by the new body of Native Officers.

9. In explaining to the Board in his 7th paragraph what he supposes to have been "the facilities afforded for embezzling the public money" if Mr. Molony had said it was occasioned by my "implicit confidence" in the Treasurer, the assertion might have appeared very probable. But Mr. Molony having entirely exonerated the Treasurer, Shibnarain, from the blame of the embezzlement, attributes it to my confidence in other persons viz. Radhaprusad Roy and his relations. The fact is that I placed as much confidence in the Sheristadars and other principal Officers with regard to the affairs

under their charge as I placed in Shibnarain with regard to the Treasury as noticed in the 11 and 13 paragraphs of my former letter, and my placing "implicit confidence" in him would it appears to me be more likely to afford him an opportunity of betraying his trusts and committing the embezzlement which took place, than the confidence I might have reposed in one of the heads of another Department, and before Mr. Molony found fault with the reliance placed on these, or on any individual Officer among them, he should have shown that individual to be unworthy of it, from not discharging properly the duties attached to his situation. But that gentleman has failed to prove this even with regard to Radhaprusad Roy against whom he has directed so large a portion of his report. I have no wish to deny that I placed confidence in this Native Officer as far as I thought him deserving of it finding him always prompt and attentive to act, agreeably to my directions; and I likewise placed confidence in Pettember Chatoorjea, Koojbeharry Roy, Moonshee Kubool Ullee, and others in as much as they appeared worthy of it, but I deny, that I ever placed undue confidence in Radhaprusad or any of the rest, or that I ever suffered him or them to transgresss my authority or tresspass beyond the bounds of their respective duties.

10th. The whole scope and tenor of Mr. Molony's supplementary report being to make it appear that Radhaprusad Roy was real Khazanchee and that Shibnarain was not, but had merely the name and that he was besides a person only fit to "stroll about the garden and draw figures on paper," or if capable of any thing above these infantile occupations that the utmost stretch of his intellect was to scrawl his own name on pieces of paper placed before him: that he was in short so mentally weak and puerile as to be incapable of incurring any moral responsibility: I feel at a loss to conceive how Mr. Molony under such an impression could think Shibnarain at all accountable for his actions or Rajeeblochun Roy equitably liable for a defalcation in a Treasury with which his son for whom he was security, is represented as having had no real connection; yet Mr. Molony thought it his duty to call upon Rajeeblochun Roy to make up the embezzlement thus considering Shibnarain as actually Treasurer; and thereby on this essential point, conforming in his proceedings with the real state of the case, although differing so widely from it in his language.

11th. Mr. Molony in his 8th Paragraph, after quoting once more the authority of the above reputed imbecile Shibnarain, repeats his own opinion that my official conduct appeared to be entirely influ-

enced by Radhaprusad Roy and that the only thing I did (with a very few exceptions) was to affix my name to papers which were presented to me by him. But in his 12 paragraph he gives a new statement of the matter representing me as signing "all the papers that were put before me" by two individuals viz. by Radhaprusad Roy and Pettember Chattorjea. At the same time he keeps entirely out of view the evidence given by some amlahs who were examined; that they had been themselves eye witnesses to my engaging even in the laborious duty of making translations of Persian and other native documents, for the purpose of exactly ascertaining the real facts and statements necessary to enable me to form a correct opinion on official matters that came before me, for my consideration, as noticed in the 41 paragraph of my last letter. It is true that for the last two months and upwards I was unable to undergo the fatigue of attending to the whole details of my situation, on account of my severe illness (as noticed in the 2nd and other paragraphs of my former reply) which was well known to Mr. Molony, as well as to the native witnesses.

12th. I beg leave positively to affirm that the statement contained in Mr. Molony's 12 paragraph as to only two Native Officers having access to me, is quite incorrect, since the heads of all the Departments under me had free access to me even at my own house. I am sorry to observe that Mr. Molony has entirely neglected the evidence given by the head Sheristadar and others not interested in supporting the views of the Treasurer, and that as I am informed he did not put the question at all with regard to the counting of the Treasure to those who were likely to give more impartial evidence, not even subpoenaing several of this description. Mr. Molony has also in his report, although he had the whole proceedings before him, kept out of view the fact that several of the witnesses, whose evidence he has brought to bear against me and against Radhaprusad Roy, had before sworn quite the reverse when examined by me on the Hulluff nameh which is equivalent to an oath: Proceeding in this manner and attending only to what was advanced on my side he arrives at the conclusion that I never counted the cash as represented. On such negative and very partial testimony he takes upon him in the 10th paragraph to assert almost positively that I have never in person examined my Treasury more than once within the last 13 months, though I intimated my examinations of it to the accountant. From a supposition so formed and from another that only two of my native officers had access to me and brought me papers to sign, Mr. Mololy comes to the conclusion in (paragraph 12) that I signed "all (the papers) that were put before

me without reading them or being aware of their contents". From such reasoning as this he does not hesitate thus to deduce an inference entirely destructive of my character. I forbear to make any remark on such proceedings, for I cannot comment upon them but in such language as my respect for the Board will not permit me to use.

13. In the same 10th paragraph it is reported by Mr. Molony from the evidence given by the partisans of the Treasurer, that when on the occasion of the anonymous Shanukloll's petition I counted the Treasure I did so in a hurried manner such evidence could only have been given with so strong a desire to criminate, as to produce not only a disregard of truth but even of probability. For what reason could I have had to be "hurried" as if in dread of being detected in the Commission of some nefarious crime, seeing I was in my own Treasury situated in the middle of my own compound and therefore in no danger of interruption or intrusion. As on the receipt of the intimation from the Board that the existence of some malversation was reported by an anonymous informer, I proceeded suddenly to the Treasury without giving the least previous notice of my intention to any one whatever, and I had no reason to suspect that the Treasurer or any one else could be in the least prepared at that time for such visit: and therefore the investigation I made perfectly satisfied me that no embezzlement existed as alleged by the anonymous writer. Mr. Molony may easily indulge in such suppositions as that the bags of rupees were all pice or if this be impossible, that they were all counterfeit rupees and I see no limit to such suppositions when any man chooses to go beyond the bounds of probability.

14th. I proceeded to the investigation nct attended by Radhaprusad Roy in particular, as represented by Mr. Molony, but accompanied by several of my amlah and found the bags of pice as mentioned in my statement to the Board, separate from the bags of rupees: and as the anonymous Shanuk lol who made the report must have been one of the amlah or at least must have had a secret understanding with some person so intimately connected with the Revenue Department, as appears from the contents of his petition to the Board; if any fraud had been attempted to be practised in exhibiting the contents of the Treasury, some one of the Native Officers would no doubt have taken care through the above secret informer to point it out to the Board by another anonymous letter. This however never was done whch is a sufficient proof that even the masked slanderer Sanuklol was satisfied that no room for a shadow of suspicion existed and therefore remained silent for so long a period as since been elapsed.

15th. The error of having stated in the memorandum of the cash Balance 23 notes of 250 Rupees each amount to 5,500 only is a mistake discoverable more easily from the summing up of figures than from the examination of notes. It is very obvious that their number ought to have been marked down twenty two, instead of twenty three, but if the error had arisen from any improper motive on the part of the writers it is more probable that the sum total should have been exaggerated in order to make up a particular amount than that the number of notes should have been thus most uselessly overrated. Indeed the 23 instead of 22 was most probably an error of the Copyist, and if any more important inference should be drawn from this discrepancy, it is this that persons conscious of any fraud are not likely to draw up their statements in a "loose manner" I on the same occasion counted the stampt paper which, on charge being delivered over to Mr. Armstrong, was found to correspond exactly with the statement I made after this examination ; therefore the defalcation in the Treasury department cannot justly be attributed to any general cause operating from that time which would have equally effected all the departments.

16th. Mr. Molony in his 13th Paragraph represented the influence of Radhaprusad Roy to have been such that none of the Officers dared to disobey his orders for fear of losing their situations and to support this view Mr. Molony adduces the evidence of the Dawk Moonshee Now this witness first swears that one of the Radhaprusad's orders was that he should "on no account take the Dawk Packets to Mr. Digby or allow them to be opened" except Radhaprusad or Ramchunder Gangooly was present and that when opened the letters on service were to be sent to his house instead of being given to Mr. Digby. Then according to Mr. Molony's report the same witness swears that he did disobey that order by "first of all taking the letters and shewing them to Mr. Digby" thus proving by his own conduct that he did dare to disobey Radhaprusad Roy and in fact that he would not pay attention to an order given by (or even through) Radhaprusad until it was confirmed by myself so that the instance given by Mr. Molony to support his view of the evidence proves the very reverse of the inference he wishes to draw from it, even if every word this witness spoke were true so averse was I to leave the Packets and letters to the charge of my native Officers, that when on any occasion for a short time absent from the station I peremptorily ordered the Dawk Moonshee to deliver the Packets to one of the Gentlemen in the service; when residing at the station I uniformly opened the packets

myself ; and when not opened in the Cutchery from the late arrival of the Dawk I ordered my old sircar Goluknarain to be always present at my own house on these occasions lest any of the papers should be lost or mislaid. Having read the letters on service I generally handed them over the same day or next morning to one of the amlah for the purpose of being kept apart until answered or filed among the official papers. When the letters came from the Revenue accountant regarding the Moorshedabad remittance during my severe illness I may very probably have sent one of them to the Sheristadar or the Treasurer that they might hasten the dispatch of the money: and it may from this circumstance have been locked up in a box kept in the Cutcherry for public business, but into which it seems the record keeper who had charge of it had put some private papers; Notwithstanding these private papers were in it Ramchunder discovered no other reluctance, I was informed, to deliver up the Key than that he could not be present when the Box was opened owing to his being that day kept in attendance at the Court as I am able to state with confidence from having been then at Burdwan.

17th. In the conclusion of Mr. Molony's former report he spoke of one bundle of papers, as having been found in two tanks, which I attributed to some mistake of the Copyist. But in the second report he also speaks of the same bundle of papers which was discovered in the tank near to Radhaprusad's house (Paragraphs 13) and again a little further down he speaks of "these papers being found" in various parts of the tanks. He afterwards in the close of the paragraphs uses the word "bundles" therefore I am unable to discover with any degree of certainty from his reports whether he means to say that all the papers alluded to were tied up in one bundle, or in different bundles, or whether they were found in one or two or more tanks; but in regard to this subject I beg to refer the Board to the 39th paragraph of my former letter. Radhaprusad Roy whom these detached fragments of papers are intended to criminate, is spoken of by Mr. Molony in his 15th paragraph, as a person distinguished for "ability and intrigue" and it might have occurred to him therefore that as I before observed the best mode any man in his sense (not to speak of a person of "ability and intrigue" could think of for preserving or destroying dangerous papers, would be to immerse them enclosed in wax-cloth partly under and partly above water as these are said to have been) in an exposed situation near to his house where they must be discovered. The strong party who were interested in making an impression to Radhaprusad's prejudice might easily put in practice so obvious an expedient for

having at the time free access to the public documents they might easily purloin the fragment of Official papers said to be found placed in so singular and suspicious situations and one of the Cabal, Shibnarain the Treasurer, being a connection of Radhaprusad and also of Ramchunder might, naturally, be in possession of private Letters belonging to them, scraps of which might as reported be thrust into the Bundle or Bundles mentioned. The wax or seals of Official letters and the old envelopes bearing of course the signature of the Secretary to the Board, are commonly carried away by the Dufturees or other inferior persons who clear the public offices and therefore every person of unbiassed judgement will, I think, be of opinion that the existence of such materials wrapped up in wax-cloth and so curiously disposed of was a mere trick played upon him by his enemies.

18th. Mr. Molony in his 9th paragraph particularly remarks on the circumstance of Radhaprusad Roy being addressed at Burdwan by the title of Dewan, and looked up to with respect although it is well known that in the Mofussil this title is commonly bestowed on any decent sircar, who accompanies a gentleman in the service from Calcutta, and even on the sircars of Indigo planters and others out of the service, therefore it is not at all surprising that this degree of respect was paid to Radhaprusad Roy who was entitled to consideration from the respectability of his family even although he had not held any public situation, a circumstance which I hope Mr. Molony would not wish to be regarded but as the reverse of derogatory. He as well as the other Gentleman formerly at the Station will recollect that Gooroodass Mookerjea a cousin of Radhaprusad's when residing there some years ago, was looked up to with the same kind of respect although he held no public situation, being merely Dewan to the late young Rajah of Burdwan, yet from a similar feeling towards this Member of Radhaprusad's family he was also treated with greater deference than any others who formerly held the same situation, and it is not necessary for me to inform the Board of the disposition of the natives of all classes to bestow voluntary respect on persons of good education, and of respectable family. The Mr. Burton mentioned in the report or some of his sircars may have had a personal acquaintance with Radhaprusad Roy which might induce him to address a letter in the manner described, giving Radhaprusad a power to open it for the purpose of introducing the subject to me, but whatever were his motives I cannot be accountable for an irregularity in the address of a letter committed by a person 60 miles distant over whom I had no controul.

19th. In the 15 paragraph Mr. Molony notices that when I was sometime absent from the station last cold season, one of the Treasury keys and the general management of the office at the sudder station, were committed to the charge of Ramchunder Gangoly, the Mohafez Dufter. There being no explanation afforded in the report of the signification attached by Mr. Molony to the phrase "general management" nor any particulars specified by him which might serve as a guide to his meaning, I am at a loss to understand it. But as to the keys of the Treasury, I beg leave to state that while, Shibnarain was on probation as Acting Khazanchee, I did not leave the whole of them in his hands beyond business hours —and when I was absent from the sudder station with some of my principal Officers and had occasion now and then to send for the head Sheristadar I left the key mentioned with a native officer who might remain there permanently in order that the Treasury business should not be interrupted in my absence, and I considered Ramchunder Gangoly worthy of this charge, having found him to be trust-worthy and active, and as Mr. Molony observes possessed of "ability". But during the whole time Shibnarain having a separate key of his own, no one could have access to the Treasury without his permission and the use of the key in his possession.

20. With respect to the discrepancies noticed in Statements C & D in the Treasury accounts of Bank notes and Mr. Molony's conjectures in the 16th and other Paragraphs about the mode in which the embezzlement was effected, every one I think will readily agree with him that such a thing was most likely to be committed through means of the Bank notes, since they are most easily removed without observation. On this subject there is hardly any room for difference of Opinion; but the point to be enquired into is by whom they were removed. In order to ascertain this with certainty I am informed that a petition has been presented to the Acting Collector by Radhaprusad Roy for copies of the Collections sent to the Treasury by the Rajah of Burdwan from which I am told he feels assured of being able to discover that the notes of a very considerable sum abstracted had been paid to the Rajah on account of the Putney Talooks held of him by the Treasurer's father; and that the same notes were actually remitted into the Treasury in part of the Revenue due to Government from the Rajahs estates, such a fact as this would I think be perfectly conclusive. Although the Government sustains no actual loss from the discrepancies between the amount of Bank notes received and disbursed by the Treasurer and that actually entered

in the Books as I formerly noticed to the Board in the case of Dabeeprusad Sircar, the former Khazanchee when I detected him in the same practice, Yet a Treasurer is justly accountable for such an unauthorised and reprehensible producing.

21. Mr. Molony writes in his 20th Paragraph regarding the remittance to Moorshedabad that "Radhaprusad Roy determined" it should be confined to the sum of one lack and a half of Rupees. Having already explained the circumstances in the 8th paragraph of my former letter, I need not repeat them here. But from Mr. Molony's own statement it appears that supposing no embezzlement to have existed, the cash in the Treasury could not then exceed three lacks of rupees but must have fluctuated between this sum and two lacks and a half and that on the 8th of July by which time the remittances ought to have been completed, the cash balance supposing the Treasurer's conduct to have been perfectly correct, should only have amounted to Sa. Rs. 288279. 15. 7. 2. The demands upon the Treasury amounting to three lacks a half which the cash in hand was thus inadequate to meet, I found it expedient either to wait for an additional collection or obtain permission of the Revenue Accountant to send a lack and a half only to Moorshedabad with a view to being able also to discharge at least the assignment to Radahnugur. This is the situation in which things stood as far as I can refresh my memory.

22d. With regard to the letters addressed to Colonel Bird, on this occasion, I beg leave to state that as it had been customary, when a large sum of money was remitted for the guard escorting it to be placed under the command of a Military Gentleman rather than a Native Officer, finding that a Saabadar was entrusted with this duty on the present occasion and not having received in reply to my proposal for sending only one lack and a half of rupees any particular instructions from the Revenue Accountant about the manner in which this remittance was to be escorted, I wished to see the order specifying the sum to be remitted in this unusual manner. According to my first intention a lack and a half was to have been sent; but having seen the positive orders to send two lacks, it became necessary to detain the guard for a day until the additional fifty thousand was also counted and packed; and I gave positive orders to the Treasurer to expedite the despatch of the whole sum required. If it be Judicially established that the Podars played off the trick represented by Mr. Molony of counting the same rupees five or six times over, conniving possibly at the embezzlement, they will be

justly punishable as well as those with whom they may have concerted such an artifice. The allegation respecting Radhaprusad Roy having pawned Bank Notes about this time, I shall notice in the concluding part of my letter.

23. Mr. Molony observes in his 27th paragraph that "the 50,000 rupees in Cash which the Chelan shows to have been paid by the Rajah on the 8th July were not carried to credit in the seah till the 10th, the day after the two lacks were despatched and then too it was carried to credit not as cash, but as if it had been paid in notes". At the time this transaction took place I was quite unable from the state of my health to pay strict attention to these affairs. But in delivering over charge before I left Burdwan, I found that the Chellan referred to, although it showed that part of the money was paid in "Cash" and part in "Notes" left a blank in the spaces opposite, which should have contained the particulars of the sum in Cash and the sum in Bank Notes; merely the total amount of both being given; which afforded the Treasurer an opportunity of marking down whatever portion of it he pleased as cash and all the rest as notes. It therefore appears to me self-evident that in this transaction there had been a collusion between the Treasurer and the Rajah of Burdwan.

24. Mr. Molony in his 27th Paragraph also writes that on the 25th of June Mr. Watts the Resident at Radanagur was informed officially by me "that if he would send his Podar, the amount of his assignment should be paid but after the Podar had arrived" I "on the 14th of July wrote to say that in consequence of having been ordered to remit two lacks to Moorshedabad and having paid the remaining balance of cash in" my "Treasury to the resident at Hurripaul" I "cannot send" him "the amount". In my former letter I stated that I had promised to Mr. Watts to discharge the assignment to him when his Podar should arrive, which I was in expectation of after the remittance had been sent to Moorshedabad; but the Podar from Hurripaul arriving for that assignment and no Podar coming from Radanagur, I ordered the Khazanchee to pay the assignment forthwith to the Hurripaul Podar, and wrote to Mr. Watts not to send his Podar immediately, as I had remitted two lacks to Moorshedabad and ordered the fifty thousand as directed to be paid to Hurripaul; after which I understood there would not remain a sufficient sum for Radanagur. This is the purport of the information I wished to convey, but not having my letters to refer to I cannot say whether or not the expressions used in them were such as to give occasion to the confusion that appears in the

statements of the matter given by Mr. Molony wherein the remittance ordered to Hurripaul is spoken of as performed and positively past, and that to Moorshedabad, which was actually past, is spoken of as only ordered, and therefore possibly still to be performed; these assertions being in both cases exactly the reverse of the real fact and a complete transposition of the circumstances alluded to, in regard to time, and a transposition also which no one could have any object in making; since it would make it appear that one lack and a half less had been disbursed from the Treasury than was actually the case I might speak of the Hurripaul assignment as actually paid under the impression that the Treasurer had obeyed the order given him to this effect as he ought to have done. But of this I am at least certain that Mr. Molony must be incorrect in stating that my letter to Mr. Watts abovementioned was written after his Podar had arrived for the money; since it was the arrival of the Podar from Hurripaul which occasioned me to write to Mr. Watts not to send his Podar immediately. Afterwards finding that the Khazanchee instead of obeying my orders by paying the Hurripaul assignment, had found means to pacify the Podar so that although the cash was not delivered to him as ordered by me he never appeared before me to complain of the delay for the succeeding 14 days; when the embezzlement was discovered, and I of course then sent intimation to Hurripaul that the money could not be remitted.

25. In reference to Mr. Molony's 28th paragraph I beg leave to observe that in the ordinary routine of business Letters written according to common forms are usually drawn out by the writers in every office, the gentleman at the head of it merely finding it necessary to give them a slight revision. Letters of this kind drawn by my writers sometimes required from me little or no correction; and during my severe illness about this time, it became necessary when I had any thing to write, that some one should act as my amanuensis, which accounts for the draught being, as Mr. Molony mentions, not in my hand writing. But in such cases, Gentlemen are nevertheless as anxious, I believe, to see that the contents of the Letters are proper before they sign them, as if they were written by themselves; at least I can positively affirm that notwithstanding my debilitated state was such that I could hardly sign my name I took as much pains as it was possible for me to do. Mr. Molony from finding draughts written under such circumstances not in my handwriting, deduces the conclusion that when the letters "were copied out for despatch they must have been signed by" me "without" my "having read them or being aware of their contents".

From this the Board will be able to decide how far Mr. Molony is correct in his mode of drawing inferences.

26. The conduct of Radhaprusad Roy being in the course of Judicial investigation, to avoid prejudging the case, I forbear remarking on any circumstances but a few that have a more immediate reference to myself and have been represented in a manner that tends to injure me in the estimation of Government. After viewing the extraordinary industry used in collecting circumstances of this kind, which, with the help of the very strong colouring put upon them and the far strained inferences drawn by Mr. Molony, are capable of bearing an unfavourable construction, I cannot help being of opinion that Mr. Molony's mind has been too open to receive impressions from the party of intriguers at Burdwan who have been so long labouring to thwart the proceedings and torture and misrepresent the conduct of the persons employed under me in the collectorship. This hostility was powerfully instigated by the Rajah of Burdwan who regarded Radhaprusad Roy, as his personal enemy, as declared in the Persian Petition presented by the Rajah to the Board, in May last. This enmity of the Rajah was occasioned, I understand, by a Law-suit instituted against him by the Ranees his Daughters-in-law in which they were assisted by the abovementioned Gooroodass Mookerjea, Radhaprusad's cousin, and afterwards by himself to put them in possession of the Rajah's estate as heiresses of their deceased husband; and as the Rajah, on account of his very extensive landed property, had upwards of three-fourths of the district under his influence, his efforts to revenge himself on Radhaprusad and his family have been unbounded. The Rajah and his dependants in revenge for my not having ridded them of a person so obnoxious to them, have laboured to misrepresent the degree of confidence I reposed in Radhaprusad Roy by giving a certain turn to every little circumstance, although in itself altogether indifferent and the Treasurer to escape the consequences of his embezzlement has naturally sought protection from the same cabal. On the details furnished in Mr. Molony's report to induce a belief that I was under the influence of Radhaprusad Roy I may make this general observation, that if I were to adopt the same line of conduct I might easily make out as many specious appearances to show that Mr. Molony in drawing out his Report was entirely imbued with the opinions of the leaders of this cabal at Burdwan. I might for instance observe that from such a source only could I expect to proceed the charge of signing indiscriminately all papers put before me without ever reading them or knowing their contents; such an extraordinary

accusation being most likely to occur to the mind of persons much below Mr. Molony in education and talent.

27. I shall only add a few additional observations from which the Board may judge whether or not Mr. Molony has entered upon the examination of this subject with an unbiassed mind.

28. Although the general tenor of his remarks throughout the Report, is to induce a belief that Radhaprusad Roy had the sole controul of the money in the Treasury, Mr. Molony states in his 14 paragraph that when Radhaprusad wanted money for any private purpose as to "make a remittance to Calcutta or to pay shop bills" he had to apply to Ramdhun Chatoorjea the Deputy Treasurer under Shibnarain. Mr. Molony does not observe the inconsistency of supposing that a person would need to have his pecuniary wants supplied by others, if he had the whole Treasury under his controul, besides all the Bank notes of the Treasury in his own hands as represented.

29. In paragraph 20 Mr. Molony appears to repose entire confidence in the deposition of a common Mookhtar who swore that Radhaprusad Roy in giving him some notes had confessed to him that he was guilty of abstracting them from the Treasury. This man it is stated "deposed to having received the Bank notes direct from the hands of Radhaprusad Roy at the Collector's Cutchery" and that "Radhaprusad told him at the time that he had taken them out of the Treasury". And Mr. Molony feels no difficulty whatever in believing that a person whom he describes as remarkable for "ability and intrigue" should quite needlessly accuse himself of embezzlement and openly deliver over the notes embezzled in a public Cutchery with a voluntary confession of his guilt.

30. In the 24th paragraph of Mr. Molony's report it is stated that Ramdhun Chatoorjea declared that when he was ill Radhaprusad having come to him, he signed a receipt of Sa. Rs. 80,000 without ever receiving any part of this money. Mr. Molony in his former report described this Ramdhun as an "old hand shrewd and of some experience"; yet he expresses no doubt whatever about the truth of the assertion of this "old shrewd experienced hand", that he gave a receipt for so large a sum as eighty thousand rupees, without receiving a pice of it and remained twelve months afterwards without getting any written acknowledgement from Radhaprusad Roy for this sum to counteract the effect of the receipt, or making the least complaint. However it is but justice to Mr. Molony to state that he believes this not on the strength of evidence already given, but on

evidence yet to come. For he says that "some evidence has already been taken and more will be forthcoming to show that this really happened". Unless however his mind were strongly predisposed to credit such an extraordinary story, he would have considered the future evidence as doubtful until the nature of it were actually seen And an unbiassed mind would admit that the testimony to come is as likely to prove quite the reverse of what Mr. Molony takes for granted.

31. In his 22d paragraph Mr. Molony speaks positively as to a Talook being purchased by Radhaprusad Roy, calling the person by whom I am told it was really purchased "fictitious" without any examination of the documents connected with the sale and even without waiting for the evidence of the purchaser who, I am informed, is actually in the employ of Government and has been subpoened accordingly by the Magistrate to appear before the Court.

32. In his 26th paragraph Mr. Molony states in the most positive manner possible that "Radhaprusad Roy took and pawned the halves of Bank notes of which the other halves had been remitted to the Treasury on the 30th of June and raised the sum of 14,000 rupees upon them. This (Mr. Molony continues) is "*in evidence strongly*, the Podar to whom they were pawned having deposed to the fact". In consequence of this strong assertion I thought it proper to ascertain what was the exact tenor of the evidence given by the Podar, and I send herewith an authenticated copy of his deposition which was sent me by Radhaprusad Roy together with a translation by Mr. W. C. Blackquire, from which the Board will be pleased to judge whether Mr. Molony is justified in making such a report of evidence, and thereupon giving a declaration so prejudicial to the character of an individual.

33. Mr. Molony all along taking it entirely for granted that the story made up by the Treasurer, in his own defence, is true, and consequently that Radhaprusad Roy is guilty, continually labours throughout his report to reconcile every circumstance he has heard, however irrelevant in itself, to this preconceived notion. In the 29th paragraph he affirms positively (without hinting at all on what sort of foundation the statement rests) as if from his own personal knowledge, that Radhaprusad Roy knew of the embezzlement before my leave of absence; and was anxiously labouring to raise the money deficient in preparation for giving over the Treasure, to the Gentleman who should be deputed to act, for me and that the failure of these attempts to raise the money before the time fixed for my departure caused the

detection of the defalcation. I cannot help observing that the above view of the matter is quite inconsistent with my own personal knowledge of Radhaprusad's conduct. For had he known my removal had been calculated to involve him in such serious difficulty and distress, he must have been anxious by every means of persuasion he could think of, to try to have it deferred a little longer, which was perfectly at my option as the order of the Board permitted me to write for Mr. Armstrong to relieve me when it should suit my own convenience. But Radhaprusad Roy instead of discovering any solicitude whatever for delay, expressed satisfaction when he heard that I was about to apply to Government for leave of absence and when subsequently as above mentioned it was at my option to leave the station, he expressed a hope that for the sake of my health I would not delay taking advantage of the change of air, and suggested to me to write immediately for Mr. Armstrong to relieve me. If Radhaprusad Roy had been guilty and possessed great influence over me as represented in these two Reports, he would surely have tried to exert some part of this influence in such an emergency, to ward off by a little delay the imminent danger that was impending over him as represented. Moreover on the day preceding that on which the deficiency was detected Radhaprusad Roy received a letter from Rajeeblochun Roy, father and surety of Shibnarain, dated the 9th Sawon (23d July 1824) stating that he became very uneasy on hearing the news from his second son "Gungah Narain", whom he blamed "for his having returned to inform him without making any communication to" Radhaprusad Roy and he continues to say "matters cannot be managed if concealed from" Radhaprusad: Rajiblochun Roy represents "Ramdhun (the Deputy Treasurer) as the author of the embezzlement" he begs in the same letter that Radhaprusad Roy would prevail upon the Collector to delay for two months the sending for any Gentleman to act for him": This letter was written in Rajiblochun Roy's own hand, was shown me before I left Burdwan and has, I am informed, been laid before the Magistrate.

34. I might point out other inconsistencies of a similar kind, but I think it unnecessary to enter more particularly into a matter that has been put in the course of Judicial investigation before the Magistrate; and I hope that from what I have already stated, the Board will take a fair and impartial view of the subject.*

* Board of Revenue, Procgs. 19 Oct., 1824, No. 12D.

208. Letter from the Secretary, Government T. D , to the Board of Revenue asking to expedite transmission of the required explanations from Mr. Digby on the Burdwan embezzlement affair. (15 October, 1824).

Sir,

With reference to the orders of Government, dated the 24th Ultimo, I am directed by the Governor General in Council to request that the Board will expedite as much as possible the transmission of the explanations required from Mr. Digby on the 17th Ultimo.*

209. Board's letter in reply to the above. With Enclo. (19 October, 1824.)

My Lord,

In continuation of the communication made by our Acting Secretary under date the 14th Ultimo. We have now the honor to submit for the consideration and orders of your Lordship in Council Copies of the answers furnished by Mr. Digby Collector of Burdwan under date 22d Ultimo and 9th Instant to the several points touching his Official conduct contained in the Reports of the Superintendent and Remembrancer of Legal Affairs dated the 14th of August last and 10th Ultimo.

2d. We were prevented reporting to your Lordship in Council on Mr. Digby's first answer dated 22d September as we had the day preceding it's reaching us called upon him to furnish whatever explanation he had to offer in answer to those parts of Mr. Molony's second report (dated the 10th Ultimo) which touched his Official conduct and it appeared to us that as well in justice to Mr. Digby as with the view of preventing unnecessary trouble and confusion it would be better for us to wait and include in one address to Government our consideration of both Mr. Digby's answers whenever they would have been received.

3d. Previous to discussing Mr. Digby's answers it is also necessary to observe that there are parts of them which under other circumstances would induce us to call for further explanation as well as to enquire for records he has referred to but with advertence to his present state of Health requiring that he should proceed to sea as soon as may be possible. It does not seem to us either advisable or necessary that further delay should be incurred.

4th. A more unsatisfactory explanation than that submitted by Mr. Digby in extenuation of the disorder and confusion of his Office

* Board of Revenue, Procgs. 19 Oct., 1824, No. 12G.

can hardly be imagined We think it has been satisfactorily shewn by those parts of Mr. Molony's reports which give circumstantial evidence of the condition of Mr. Digby's Office that the most objectionable confusion and irregularity has prevailed not recently but for a long time and that the superintendence and discipline which it was Mr. Digby's duty personally to maintain for the regulation of his Office and for the controul of his native Officers has been most indiscreetly and reprehensibly neglected.

Mr. Digby's answer dated 22d September. 2d Para.

5th. Previous to receiving Mr. Digby's answers we were inclined to think (and we therefore told him so) that this anonymous Petition was not wholly untrue and that if the enquiry we had conditionally directed had been at the time vigilantly and zealously conducted it might have been the means of preventing the recent embezzlement of the public money. But we now retract this Opinion On more mature deliberation and with reference to the party spirit which has long prevailed at Burdwan between Mr. Digby's native Officers and the Rajah and his Omlah, to the complexion of the evidence adduced, and to the circumstances of the parties concerned at the time of the enquiry conducted by the Superintendent and Remembrancer of Legal Affairs, contrasted with Mr. Digby's having thrice solemnly asserted that he did personally examine and find correct the state of his Treasury and that he did ascertain that the other allegations in the Petition were unfounded we have no hesitation in believing Mr. Digby and more particularly as we entirely concur in opinion with him that the anonymous Petitioner would not have failed to inform the Board if Mr. Digby had as has been stated by the depositions taken wholly misconducted the enquiry directed and deceived the Board by a false report.

3d 4. 5 & 6 paras answer dated 22d. Ultimo, and 13. 14 & 15 Paras of answer dated 9th Instant charges preferred to the Board by Shunnuck Lall Tewarry an anonymous Petition.

6th. But Mr. Digby is much to blame for having omitted to supply the Board with the full and particular report which he promised should follow his letter of the 7th June 1823 and his exaplanation attempting to account for this omission appears to us quite inadmissible.

7th. The error in the statement of the Number of Bank Notes in his Treasury we have supposed was occasioned as Mr. Digby represents by the writer inadvertently writing Twenty two instead of Twenty three Bank Notes as if otherwise the sum Total would have been incorrect.

Vide 11th Para of Mr. Molony's report of the 10th September.

8th. It is we think satisfactorily shewn that Mr. Digby (as has been

recently established against other Collectors) has neglected to visit his Treasury with the frequency consistent with a zealous discharge of this important part of his duty. He in general terms says he made it a rule to examine his Treasury every Month but that in May last he was compelled by ill health to discontinue that duty. In like manner he states it was his practise to sign regularly the daily Treasury accounts adding that without examining his records he is unable to say with certainty for what reason this necessary precaution may have been omitted or since when, and he excuses himself for having kept no register of Bank Notes by pleading that this useful record was omitted by his Predecessors. Combining Mr. Digbys admissions with the fact of the very large embezzlement, with the delay in the remittance of the Treasure to Moorshedabad and with the declarations of the Treasurer—we are satisfied that Mr. Digby's Treasury had not the advantage of his personal vigilance and protection.

7th. 8. 9. 10. 11. 12. 13. 14. 30th & 40 Paragraphs Treasury and Treasurer.

9th. Several times Mr. Digby in extenuation of his conduct pleads that he was prevented by ill health from the performance of particular duties without appearing at all to advert to the obvious aggravation he gives to his Official omissions by shewing that he was conscious of his inefficiency and yet concealed it from his Superiors to whom it was his duty to have immediately reported it. On this score we consider Mr. Digby on his own admission was particularly culpable at the period he was required to make a remittance to Moorshedabad. He states "at the time of receiving orders to remit two Lacs of Rupees to Moorshedabad I was laboring under severe bodily suffering so as to be almost unable to attend to my business even although brought to my notice by my native Omla &ca.

10th. We have no hesitation in declaring we do not find on the face of any part of the record of the enquiry into the embezzlement of the public Treasure from the Burdwan Treasury the smallest reason to doubt Mr. Digby's integrity. But at the same time we have no hesitation in declaring that nothing short of a most blameful supineness where activity and zeal were particularly incumbent could have prevented Mr. Digby from discovering that the delay which occurred in making the Moorshedabad remittance could only be occasioned by a deficiency in his Treasury.

Vide enclosed letter from Accountant to the Board dated 18th September & Enclosures.

11th. The investigation into the circumstances of this delay is not sufficiently searched and sifted for us to give any opinion further than that we consider Mr. Digby's explanation wholly unsatisfactory and

that on his own shewing he is exceedingly blameful on this point of the enquiry.

12th. In like manner the information respecting the qualification and fitness of Mr. Digby's Treasurer for the discharge of his Official duty is so contradictory and irreconcilable that it is extremely difficult for us to from any opinion : The Treasurer's declarations are evidently influenced by a desire to emancipate himself from responsibility and therefore not entitled to Confidence ; opposed to the other information of this Treasurer's total incapacity, we find Mr. Digby's repeated and solemn assurances of his fitness. His father quietly consenting at his son's security to make good the whole embezzlement and which is still more extraordinary with reference to the uninterrupted rancour which subsisted between Mr. Digby's native Officers and the Rajah's Omlah during the long period this native was Mr. Digby's Treasurer no petition or representation was ever made to the Board to his prejudice nor is any such charge contained in Sunnuck Lall Tewarry's anonymous Petition.

13th. It is to be inferred we think that Sheebnarain was not an intelligent experienced Treasurer but that he was so unfit as has been stated or that he could not discharge the duties of a Treasurer does not appear to us sufficiently.

15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. & 30. Paras. Native Officers principally relations or dependents of Radapersaud son of Rammohun Roy.

14th. The dependants and relations of Rammohun Roy and Radhapersaud Roy do not appear to have been so numerous in Mr. Digby's office that they should have abused their official influence had Mr. Digby's superintendance been vigilant and active when the Covenanted public Officer is supine and inattentive and more particularly when as in the present case the Collector places an indiscreet and uncontrouled confidence in any particular native Officers such for instance as Mr. Digby most injudiciously granted to Radhapersaud Roy the subordinate native Officers generally must to retain their Office implicitly submit to the native Officer so distinguished. This state of things will not sustain any variation from the subordinate Officers not being relatives of the favored Officers. The fact is their pay is too inconsiderable for the appearance they support and they have all trifling perquisites which Radhapersaud Roy or any other favored native Officer could at any time direct to their dismission from employment.

15th. The establishment of the Burdwan Collectorship is under our consideration and we have already in our Secretary's letter of

the 14th Ultimo mentioned our reasons for sanctioning the dismission of Debnarain Bose the former Serishtadar.

16th. Without explaining satisfactorily how the examination was conducted Mr. Digby in the most unqualified manner declares that Radhapersaud Roy was not even present at the examination Further enquiry might elucidate this point and other material matter connected with this case which remains doubtful, but with reference to Mr. Digby's state of health requiring that he should proceed to sea as well as to the probability of the ultimate issue of further enquiry shewing only what is already sufficiently apparent viz that Mr. Digby's Superintendence and controul over his Office and native Officers has been so relaxed as to leave his Office and his Official responsibility almost entirely at their mercy We do imagine any information would be obtained by further inquiry which would compensate for the trouble and delay which would be unavoidably occasioned.

31st. 32 Paras sanctioning Radhapersaud Roys conducting an examination at that period accepting Radhapersauds resignation.

17th. The explanation afforded by Mr. Digby for accepting at such a particular period Radhapersaud Roy's resignation we observe with regret is very unworthy and if he had no better excuse to offer it would have been more creditable had he admitted he had been guilty of an error in judgement and that he should not have accepted the resignation.

18th. The foregoing observation applies still more strongly to the explanation given by Mr. Digby on these points of the enquiry with this addition that the excuse offered is quite absurd and in point of fact untrue Mr. Digby perfectly knows that he is equally with the Treasurer and his surety responsible for the condition of his Treasury and that it is quite impossible as long as he adequately and faithfully fulfils his duty that forged notes and the notes of private Banks can be paid in liquidation of the public revenue without his knowledge.

33d. Paragraph receiving forged notes and notes of private Banks into his Treasury.

19th. The informality of the Security Bond taken from the Treasurer does not now need any particular notice as it has perfectly sufficed to secure the realisation of the large sum embezzled.

34th Paragraph.

20th. That one public sale was irregularly held in the verandah of his private house Mr. Digby admits he also admits that he transacted other public business at his private house and as it has been made quite manifest his superintendence over his Office was defective in the highest degree. Itdoes not appear to us to be of any importance that we do not clearly

35th (36. 40 already noticed) 36. 37. 38. 39. & 41 Paras.

find either in the enquiry or in his explanations with what degree of infrequency he visited his Cutcherry.

21st. The explanations offered are unsatisfactory the abkary and Stamps in common with the other Departments of his Collectorship Mr. Digby has entirely neglected and independent of the papers under consideration we have others received from the present acting Collector which leave no doubt in our mind that the disreputable conduct of the abkarry and the stamp Darogahs in the discharge of their public duty at no time received from Mr. Digby any adequate or useful check or controul. We do not apprehend the inconvenience anticipated by Mr. Digby will be incurred from the Superintendent and Remembrancer of Legal Affairs having whilst on deputation at Burdwan given up to the security of the Treasurer his Security Bond as our best exertions will be employed to prevent any ill consequences from this proceeding at the same time we regret this measure so exclusively belonging to our jurisdiction and discretion should have been adopted without a previous reference or even any intimation to us.

Answer dated 9th October. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15 and the remaining paragraphs.

22d. We do not find any thing in Mr. Digby's second answer to induce us to alter the conclusion at which we arrived after a consideration of his first answer. We still are of opinion that Mr. Digby's culpability consists solely and entirely in his having placed a most reprehensible confidence in Radhapersaud Roy and others his native Officers and in his allowing them, to the total neglect of the personal controul vigilance and discipline he was bound to exercise in the discharge of his public duty a licence and discretion in the fulfilment of their Official obligations which afforded them (as might be expected) the most complete opportunity for gross corruption and every other description of abuse of Office.

23rd. With reference to much of the matter in Mr. Digby's second answer having been noticed by us in our consideration of his first answer and to no part of his second answer appearing to us to absolve him at all from the very reprehensive neglect of duty which we think has been satisfactorily proved nor to exculpate him in a greater degree than we have stated. It does not appear to us necessary as far as concerns the decision we are required to give on Mr. Digby's Official conduct to enter into a detailed consideration of the arguments of his second answer.

24th. We are of opinion your Lordship in Council expects us to form and pronounce a decision how far in our judgement Mr. Digby's

official credit and Character has suffered from the enquiry which has been instituted and that we should exceed our duty were we to extend our investigation any further.

25th. The degree to which the Native officers of the Burdwan Collectorship are culpable as well in regard to their corruption as to all the circumstances of their neglect of duty will only we imagine be fully disclosed and perfectly appreciated whenever the Judicial enquiries into their conduct now conducting shall have been completed it is sufficient therefore at present to observe that the Acting Collector very properly considers the greater part of them unworthy his confidence and proposes supplying their places with more deserving individuals.

26th. The communication of our sentiments on the points of a general nature discussed by Mr. Molony in the 33d and following Paras of his letter to the Government under date the 11th Ultimo, we propose to submit hereafter in a distinct address.

the 19th. October 1824.

(Signed) J. Pattle
,, W. Trower
Members

P. S. The original papers received with Mr. Mackenzie's letter of the 17th Ultimo, are herewith returned, and we submit herewith, as promised in the 7th Paragraph of our Acting Secretary's letter of the 14th Ultimo, an abstract translation of the anonymous petition, purporting to be from one Sunnuck Loll Tewarry, accompanying this report-anonymous Petitions are generally rejected by the Board, but, on this occasion, our Senior Member issued conditional orders to the Collector requiring him to make enquiry.*

Enclo :

Abstract of an anonymous petition forwarded to the Board of Revenue in the Lower Provinces and in the preamble purporting to be from Sunnucklal Tewarry.

The Petition in making known to the Board the malpractices of Radapershad Roy Peishkar of the Collectorship of Burdwan begs to state the following particulars.

First......Debnarain Bose the Seristadar was an old & faithful servant of the Government and never was guilty of the slightest misconduct, but Radapershad (who accompanied the Collector to

* Board of Revenue, Procgs. 19 Oct., 1824, No. 13

this district in order to enrich himself at the expense of the public interests and to establish himself in the place of Debnarain Bose, connived at a petition being presented to the Collector informing him of the absence of Debnarain from Kutcherry which was ordered to be deposited in the Office till an enquiry could be made.

Secondly......The Collector's Treasury now will be found not to contain the amount of cash stated to be in it, and which is carried to daily account, in as much as there came from the commercial factories of Hurripaul and Radanuggur two assignments on the Collector each to the amount of a lack of Rupees, but although were more or less three lacs exhibited in the public accounts as being in the treasury, yet but one lac was actually in the treasury available for these assignments the remainder having been appropriated by Radapershad, through the connivance of Sheebnarain the Treasurer, to his own use, for instance, Radapershad fictitiously purchased at the annual rate, Lot Mohunpore for the sum of ninety-five thousand Rupees and paid for it with the public money the Treasurer Shibnarain whom the Board first disapproved being appointed to the situation of Treasurer, on account of his minority and incompetency, succeeded in getting confirmed in the situation, thro' the influence of Radapershaud (who entirely controls and manages the business of the Kutcherry) the latter having taken from him a bribe of 18,000 Rupees, to gain him the situation of Treasurer—subsequently to this Radapershad embezzled 30 or 40,000 Rupees of the public money his charge against Juggut Bullub Nundee with owing to the public Treasury 11,000 Rupees is entirely false—the particulars are there, Radapershad received charge from this Darogah of all his accounts, counted every sheet of stamp paper in store, took the each balance of paper sold, the Keys of the Godown and of the chests &ca. and made the Darogah accountable for 300, and odd Rupees and placed the Keys under the charge of Ramchunder Gungolee—Radapershaud turned the Darogah out of his situation in consequence of his not making good to him some pecuniary consideration, which he had promised, and substituted in his room Ramhurree Mitter, a Mookhtar of his without informing the Board of the circumstance-Radapershaud separated stamps to the value of 11,000 Rupees as the portion he had appropriated to himself he sold along with the public sale of paper at the Kutcherry or otherwise and embezzled the proceeds it is doubtful whether more than two or four thousand Rupees is to be found as the proceeds of the paper of which Radapershad took a part and of which he embezzled the sale proceeds.

4th. The inferior Jumma now realized, on account of the abkarree Mehal, is ascribable to Radapershad extorting from four to eight Rupees from every Mofussil vender of spirits.

5th. Mr. Elliot (when he was Collector of the district and just before his return to Europe) required all those who had had money long in deposit in his Treasury to attend at the Kutcherry and receive it, and in the event of the death of the Principals for their heirs to attend but Radhapershad got a set of worthless People to take from him forged powers of Attorney for the purpose of applying for the return of this cash and thus embezzled it himself.

The Petitioner urges that he has detailed these circumstances, under the hope, that they may be investigated, and states they are capable of being proved if the enquiry be conducted by the Judge, or by any Officer, but the Collector, and that if the Board do not consider it expedient to call for enquiry into what he has stated he shall feel it necessary to make known the particulars to the Government.*

(Signed) T. Wyatt
Actg Sub Secy.

Order:

Altho this anonymous Petition has been received by Dawke still, with reference to the very serious accusations it contains, Ordered that this Petition be sent to the Collector in order that the Collector may, if he thinks the Petition true, institute an enquiry, and if he thinks it false acquaint the Board with his opinion.

3d. June 1823.

210. Board's letter to the Offg. Collector of Burdwam re: Ramlochun Dutt and Debnarain Bose. (19 October, 1824).

Ordered that the following letter be written to the Acting Collector of Burdwan.

To Acting Collector of Burdwan.

(No. 3663)

Ramlochun Dutt Sherishtadar of
Hidgellee.

Sir,

I am directed to transmit to you the enclosed copy of a Petition presented by the above named

* Board of Revenue, Procgs. 19 Oct., 1824, No. 13A

together with the copies of certificates of good character and official qualifications given to him on various occasions by his Official superiors, with the intention of making you acquainted with this Native Officer's pretensious wishes in order that you may, Unless you have already selected a more capable and more fit person, propose his being appointed successor to Koonjbaharry Roy late Sheristadar of your office.

2d. The Board direct me to observe they are entirely convinced you would not have considered Debnarain Bose deserving of their confirmation had you been aware that, independent of his having been removed by these orders on a consideration of a reference made by the Collector of your district and the papers which accompanied it He had previously suffered considerably in the Board's confidence when engaged in reviewing the conduct of Dabeepershaud Sircar formerly Treasurer of your Office.

3d. In conclusion I am directed to state that the Board are particularly anxious that the Successor to Koonjbeharry Roy shall be an individual who has hitherto had no connection with either your Native Officers, your district, or it's zumeendars, in order to prevent, as far as is possible, the recurrence of the hostility, confusion, litigation and trouble which has alternately existed as the principal Officers of your Establishment have been connected with or opposed to the Landed proprietors of your district.*

211. Reply of the Offg. Collector of Burdwan to the above. (25 October, 1824).

Sir,

I have the honor to acknowledge the receipt of your letter under date 19th Instant with its enclosed petition and certificates of good character in favor of Ramlochun Dutt Sherishtadar of Hidjelee and in reply beg to state my willingness to accept of his service in the capacity of Sheristadar of this Collectorship.

2d. With respect to Debnarain Bose I have to state that since his nomination by me I have found him most attentive in the performance of his duties and well versed in revenue matters and previously to the receipt of the letter under acknowledgement I was ignorant of his having forfeited the confidence of the Board on any other occa-

* Board of Revenue, Procgs. 19 Oct., 1824, No. 14 to 16.

sion than that of his dismissal. The final rooboocaree indicated the Boards confirmation of his removal on the Grounds of the Collectors want of confidence in him.*

212. Letter from the Offg. Collector of Burdwan in reply to that of the Board transmitting the required copy of Petition of Takoordass Huttee. (27 October, 1824).

Sir,

I have the honor to acknowledge the receipt of your letter under date 24th Ultimo, and in reply beg to transmit an Abstract translation of the Petition presented to me by Takoordoss Hauttee and also copies of the Proceedings.†

Enclo:

An Abstract Translation of the Petition of Takoordoss Huttee Inhabitant of Rampore Pergunnah Mozuffershye Chowkee Balkissen.—

Petitioner states that Baboo Radhapersaud Roy Peshkar of the Burdwan Collectorship having taken bribes to the great detriment of the property and subjects of the Honble Companys he (Petitioner) as a faithful subject represented the details in a durkhaust which he presented to the Magistrate who after having made enquiries referred the said Durkhaust for investigation to the Collector—On Petitioners attending the Collector's Kutcherry Radhapersaud Roy caused 4 or five peadas to assault and otherwise maltreat him he consequently informed the Magistrate.—The Collector did not to the best of his knowledge investigate the charges specified in the Durkhaust—subsequently the Peshkar embezzled nearly a lack and a half of Rupees—Petitioner now begs that the former Durkhaust may be again taken into consideration and that he will be able to establish the charges of corruption.‡

213. Letter from the Offg. Collector of Burdwan in reply to that of the Board re: the adoption of certain measures in the Burdwan Collectorship. (27 October, 1824.)

Sir,

I have the honor to acknowledge the receipt of your letter under date 24th Ultimo approving of the removal of five native officers as detailed in 2d Paragraph.

* Board of Revenue, Procgs. 29 Oct., 1824, No. 26

† Board of Revenue, Procgs. 4 January, 1825, No. 10

‡ Board of Revenue, Procgs. 4 January, 1825, No. 11

2d. In reply to the 3d Paragraph of your letter, I beg to state when the Abcaree Tehsildar and Stamp Darogah were committed to the Civil Jail after the adjustment of their accounts I immediately instituted enquiries into the nature of their security Bonds and the means of their respective Securities for making good the deficiency exhibited against the abovenamed officers the result of these enquiries is as follows.—The Security of the late Abkaree Teshildar possesses not a Beegah of land tho in the schedule of the Bond, landed property to the value of 8500 Rupees is pledged the surety being Jugguth Mitter late Chakran Mohurir In my reply to the plaint filed by Govind persaud Roy I detailed this farefaced fraud it being calculated to exhibit this said Tuhsildar in his true colours.

3d. With respect to Ram Hurry Mitter the late Stamp Darogah I regret to state that with his sureties difficulties also arise they are Obechurn Dutt Doorgapersaud Sain and Lolchand Sarcar the two later inhabitants of Kishenagur Pergunnah Jahanabad Zillah Hooghly and the former of Radanagur of the same Pergunnah and Zillah, I first directed the Collector of Hooghly to enquire of the property pledged belonged to the securities in question the Hooghly Collectors reply states that the aforesaid sureties deny having become security for Ramhurree Mitter late Stamp Darogah. I have now summoned the Witnesses to in whose presence the Bond was drawn up and separately signed by the three individuals Obechurn Dutt Doorgapershaud Saine and Loll chand Sircar, in order that I may satisfy myself as to the truth or falsehood of this denial. The result of these enquiries shall be brought to the notice of the Board with the least practicable delay—In the mean time I beg to favor me with any instructions that they may deem expedient for me to adopt.*

Board's Order:

Ordered that a copy of the Board's Persian Proceedings dated the 15th Instant, be transmitted to the Acting Collector of Burdwan for his information and guidance.

214. Board's letter in reply to that of the Offg. Collector of Burdwan re: nomination of certain officers to the Burdwan Collectorship. (29 October, 1824).

Sir,

I am directed by the Board of Revenue to acknowledge the receipt of your letter dated 18th ultimo with its enclosure detailing the

* Board of Revenue, Procgs. 29 April, 1825, No. 14

nominations made by you of several persons to vacant situations in your Office.

Previously to passing any final Orders on these nominations the Board desire that you will state the age of each of the Individuals selected by you for the situations in question also their past employment in those cases where you have not already adverted to it. The Board likewise desire that you will forward for their approval the prescribed security Bonds on the part of the Treasurer accompanied by the usual and required information regarding the sureties and their Property.*

215. Board's letter to the Superintendent of Legal Affairs re: Govindpersaud Roy's plaint. (29 October, 1824.)

Sir,

I am directed by the Board of Revenue to transmit to you the enclosed Petition of Plaint filed in the zillah Court of Burdwan by Govindpersaud Roy late Abkarree Darogah against the Collector together with a copy of a report dated the 23d ultimo by the Collector on the subject of the Plaint and of the Draft of the Answer proposed by him to be filed in the suit.

2d. As this suit is connected with the enquiry which you lately conducted at Burdwan and as Government has desired that the several prosecutions recommended in your reports should be conducted under your Superintendence I am directed by the Board to request that you will submit for their information whatever suggestions you consider adviseable in regard to the proposed answer and in which you will be pleased to make any alterations which may appear necessary with reference to the other Proceedings in progress.

3d. You are requested to return to the Board the Original Plaint now enclosed.†

216. Board's letter in reply to that of the Offg. Collector of Burdwan re: his proceedings. (29 October, 1824).

Sir,

I am directed by the Board of Revenue to acknowledge the receipt of your letter dated the 27th ultimo with the Proceedings mentioned in it relative to the records of your Office and the misconduct of several of the Native Officers attached to it.

* Board of Revenue, Procgs. 29 Oct., 1824, No. 21

† Board of Revenue, Procgs. 29 Oct., 1824, No. 23

2d. Previously to passing any final Orders in regard to the charges against your Native Officers the Board desire that they may be required to state specifically such explanation as they may have to offer of their conduct and you will subsequently be pleased to forward the whole Proceedings in the case to the Board accompanied by abstract Translations in English.*

217. Board's letter in reply to that of the offg. Collector of Burdwan re: Ramlochun Dutt. (29 October, 1824).

Sir,

I am directed to acknowledge the receipt of your Letter of the 25th Instant.

This will be delivered to you by Ramlochun Dutt who will on receipt of your Orders to that effect assume charge of the duties of serishtadar of your Office.†

218. Board's letter to the Offg. Collector of Burdwan informing of the leave granted to Mr. Digby. (16 November, 1824).

Sir,

I am directed by the Board of Revenue to acquaint you, that the Right Honble the Governor General in Council was pleased on the 29th Ultimo to permit Mr. John Digby Collector of Burdwan to proceed to the Cape of Good Hope for the benefit of his health, and to be absent on that account for a period of twelve months.‡

219. Letter from the Superintendent of Legal Affairs in reply to that of the Board re: Govindpersaud Roy's case. (16 November, 1824).

Sir.

In reply to your letter of the 29th Ultimo and it's enclosures relative to the above case, I beg to propose that no steps shall at present be taken to answer the action, because the Petition which the Judge has sent is only a common one on an 8 annas stamp, and I do not think it expedient to file any answer on the part of Government until the Plaintiff has regularly entered his plaint.

2. All that need be done at present, is to inform the Judge that the Board refuse to enter into any terms with the Petitioner, but that he is at liberty to file a regular plaint against Government if he deems

* Board of Revenue, Procgs. 29 Oct., 1824, No. 25

† Board of Revenue, Procgs. 29 Oct., 1824, No. 27

‡ Records of the Burdwan Collectorate, Vol. 133

fit so to do, and in that event the acting Collector will, when regularly called on by the Court, be prepared to file an answer.

*3*d. I beg the Collector may be directed to inform me immediately that he is called on for his answer, at the same time sending me a Copy of the Regular plaint in order that I may forward such an answer as may satisfactorily rebut it.

4th. The Papers which accompanied your Letter are for the present returned.*

220. Board's instructions to the Offg. Collector of Burdwan re: Govindpersaud Roy's case. (19 November, 1824).

Ordered that the following instructions be issued to the Officiating Collector of Burdwan

To Officiating Collector of Burdwan

No. 4341.

Sir,

With reference to your Letter dated the 23d September last reporting on the Petition filed in the zillah Court of Burdwan by Govindpershaud Roy, and transmitting a Draft of the Answer which you would propose to file to allegations by the Petitioner, I am desired to transmit to you, for your information the accompanying Copy of a Letter to my address from Superintendent and Remembrancer of Legal Affairs dated the 16th Instant.

2d. The necessary communication will be made by the Board to the zillah Court, with reference to the suggestion contained in the second paragraph of the Superintendents Letter, and you are desired to inform Mr. Molony when you may be called upon to answer any regular plaint on the subject of the present Petition which may be filed by Govind Pershaud, and at the same time to forward a Copy of the Plaint to Mr. Molony for the purpose stated by him.†

221. Board's letter to the Judge at Burdwan re: Govindpersaud Roy's case. (19 November, 1824).

Sir,

With reference to the Communication made to you in my Letter of the 31st August last No. 3341 I am directed by the Board of Revenue to transmit to you the accompanying Copy of a Letter to my address from the Superintendent and Remembrancer of Legal Affairs dated the 16th Instant.

* Board of Revenue, Procgs. 19 Nov., 1824, No. 308

† Board of Revenue, Procgs. 19 Nov., 1824, No. 309

2d. The Board concurring in the view of the case taken by the Superintendent the Petitioner Govind Pershaud will of course if he deems fit, file a regular plaint against Government when the Collector, on being called upon by the Court, will be prepared to file a suitable answer to rebut the complainant's allegations.

The Petition of Govind Pershaud is returned enclosed.*

222. Board's letter to the Offg. Collector of Burdwan re: Radhapersaud Roy's petition. (15 December, 1824).

Radahpursaud Petitioner

Sir,

I am directed to transmit a copy of a Petition presented to the Board by the abovenamed and to require you to conform to the order thereon passed.

You will be pleased the Board direct to make the Petitioner acquainted with the order that has been passed and you will whenever he shall furnish stamp paper for the purpose without delay cause the copies of Papers he requires to be given to him or his authorised representative.†

223. Board's reply to the letter of the Offg. Collector of Burdwan re: Takoordass Huttee. (4 January, 1825).

Takoordass Huttee

Sir,

I am directed by the Board of Revenue to acknowledge the receipt of your letter dated the 27th October last forwarding a translation of the Petition presented to you by the abovenamed, and the Proceedings called for in Mr. Acting Secretary Trotter's letter of the 24th September last.

In reply I am desired to transmit to you the enclosed copy of the Board's Proceedings on the above case, and you are requested to conform to the order passed thereon.‡

224. Letter from the Offg. Collector of Burdwan in reply to that of the Board re: the appointment of certain native officers to his office. (4 January, 1825).

Sir,

In reply to your letter under date 20th Ultimo touching the appointment of certain native officers in this office, I have the honor to state with reference to the 2d Paragraph that Ramlochun Dutt was only a

* Board of Revenue, Procgs. 19 Nov., 1824, No. 310

† Board of Revenue, Procgs. 17 Dec., 1824, No. 4

‡ Board of Revenue, Procgs. 4 January, 1825, No. 12

temporary sherishtadar consequently his resignation or dismissal rests I presume with me alone,—having stated thus much for the information of the Board I send herewith a copy of the Resignation which was tendered by him to avoid a dismissal from a situation, the duties of which he was not qualified to discharge he is a respectable and trustworthy Officer on which account alone I tolerated his continuance in office under the hope that the result of his Predecessor Debnarain Boses appeal to the Right Honorable the Governor General in Council would have been a restoration to the appointment I had nominated him to, and which he held for so many years under former Collectors this also contributed in a good deal to the Delay that occurred in acquainting the Board with Mirza Hyder Allee's promotion together with his nomination having been made at the commencement of the late Holydays and my not deeming the charge assigned to him of such vital importance as to require an immediate reference to the Board.—I have no further explanation to offer in reply to the concluding part of the Paragraph of your letter now under consideration.

2d. I regret the Board attach so much weight to the perfect knowledge of the Bangalee language, as specified in 3d Paragraph of the letter under acknowledgement for rendering a native Officer qualified for the situation of sherishtadar in a Collectors Office as it is the means of depriving a most deserving Officer of a situation whom I with all due deference for the Boards Opinion deem sufficiently qualified for the efficient discharge of its duties notwithstanding his limited knowledge of the Bangalee language his past services had given him much experience in Revenue matters and his respectability, education and talents will always ensure him the approbation of any European Officer under whom he may serve—he possessed the experience, activity and zeal, the want of which so much dissatisfied me with Ramlochun Dutt.

3d. In conformity with the Boards Orders Mirza Hyder Allee has been removed from the temporary situation of sherishtadar and I beg to state that I have nominated Gunganarain Ghose in his room and have accordingly to solicit the Boards approval of this nomination he can speak read and write the Bengallee Language with the utmost fluency and has held the situation of Moonshee in this Office since 1818 and recommended to the Board for approval by Mr. Elliot under date 15th May 1821 I submit his recommendation in conformity with the prescribed form—he has tendered responsible security.—I forward herewith the Order appointing him as Moonshee of this Office for the information of the Board.

4th. With reference to 5 Paragraph of your letter I have the pleasure to submit the accompanying papers which will satisfy the Board that Moheschunder Bose filled the situation of Collectors Mohurer in the Office at Hooghly and granted leave of absence on account of ill health previous to the appointment of this officer I made such enquiries as satisfied me on his ability to discharge the duties of the situation of head Mohurer and his subsequent services have proved him to be possessed of talents which render him a very superior accountant and well versed in all the branches of Revenue accounts*.

P. S. Be pleased to return the Original papers.

225. Board's letter to the Offg. Collector of Burdwan intimating approval of the appointment of Mirza Hyder Ally. (18 February, 1825.)

Sir,

I am directed to acknowledge the receipt of your Letter dated the 9th Instant, with its enclosure, and to acquaint you that the Board of Revenue have been pleased to sanction your appointing Mirza Hyder Ally successor to Radapersaud Roy Naib or 2d Sherishtadar of your office.†

226. Letter from the Register of the Nizamut Adawlut to Government transmitting copies of a communication and its enclosures. (18 February, 1825.)

Sir,

Nizt. Adt.
Present J.H. Harrington Esqr. Officiating Chief Judge.
Courtney Smith, W. B. Martin Esqrs. Puisne Judges.
C. T. Sealy, H. Shakespear Esqrs. Offg. Judges

I am directed by the Court of Nizamut Adawlut to transmit to you the accompanying copy of a letter from the third Judge of the Calcutta Court of Circuit dated the 8th Instant, reporting the completion of the second Sessions of 1824 for Zillah Burdwan, together with copies of its English Enclosures and to request you will lay the same before the Right Honble the Governor General in Council.‡

(Copies)

To W. H. Macnaghten Esqre.
Register to the Nizamut Adawlut
Fort William.

Sir,

Cal. Ct. of Ct.

For the information of the Court of Nizamut Adawlut I have the honor to acquaint you that I have this day completed the Jail Delivery of this station for the second Half yearly Sessions of the past year.

* Board of Revenue, Procgs. 31 Jan., 1826, No. 33/34.
† Records of the Burdwan Collectorate, Vol. 133, No. 109
‡ Judicial (Criminal) Procgs. 17 March, 1825, No. 5

2d. The case that was postponed at the last Sessions has been taken up and disposed of Trial No. 3 is submitted for the information of the superior court.

3d. One case has been postponed at the Sessions just completed for the reasons stated in the accompanying forms Number 4.

4th. The prescribed statements numbers 1 & 5 of the Prisoners punished and acquitted without reference to the Nizamut Adawlut and a blank statement No. 2 of the Security Prisoners, are herewith transmitted together with the copies of the Futwas as required by the Circular Orders of the Superior Court dated the 16th August 1822 and 23d January 1824.

I am &ca.
(Sd). C. R. Martin
3d. Judge.

Zillah Burdwan,
The 8th February, 1825

Form No. 4.

Calendar of Trials postponed at the present Sessions viz. the second of 1824 for Zillah Burdwan.

Number of Trials	Names of Prisoners	Charge	Grounds of Postponement
10th of the Seepy Calendar	21 Sheebnarain Roy late Treasurer of the Burdwan Collectorship	Sheebnarain Roy for being accessary to and conniving at the fraudulent embezzlement of the public money from the Collector's Treasury Rs. 136,360.8.8.	In consequence of the non attendance of the Witnesses on the part of the Prisoner Radhapurshaud Roy, the case was unavoidably postponed to the next Sessions. The Prisoners are all at large on Bail.
	22 Radhapurshad Roy late 2d Sheristadar of Ditto	Radhapurshaud Roy for fraudulently embezzling the abovementioned sum from the Collectors Treasury.	
	23 Ramdhun Chatterjea late Naib Treasurer of Ditto	Ramdhun Chatterjea for being an active accessary and accomplice in the embezzlement in question.	
	24 Ramchand Gangolee late Record Keeper of Ditto	Ramchand Gangolee for being an accessary and accomplice in the above embezzlement.	

Calcutta Court of Circuit
Zillah Burdwan
The 8th February 1825.

(Sd) C. R. Martin
3d. Judge

227. Petition of Pettumber Chatterjee to the Board on his being dismissed from the Burdwan Collectorship. (30 March, 1825).

Honourable Sirs,

Having been dismissed from my situation of head Writer in the office of the Collector of Burdwan, under circumstances of peculiar hardship, I feel myself obliged to make a humble appeal to your justice and entreat your humane attention to the following statement of my grievances.

2d. I was appointed to the above situation by the Honorable Mr. Elliot former Collector of Burdwan by whom my salary was raised; proving that I discharged my duties satisfactorily and during the last 10 or 12 years I have had the honor to be in the service of Government in this and other Districts. I have received testimonials to the propriety of my conduct from various Gentlemen in the Civil Service, who, as public officers had an opportunity of judging of me which I beg leave to submit herewith, as one ground of the hope entertained by me, that after many years diligent attention to my public duties I shall not be turned off, ruined and disgraced when nothing is proved against me.

3d. Mr Molony the Gentleman entrusted with the investigation of the late embezzlement in the Treasury at Burdwan and Mr. Armstrong appointed to officiate as Collector having during the first 4 or 5 days after their arrival at the station, visited the different Departments of the Collectors office; I attended them from morning to sunset, rendering them every assistance in my power until charge was completely given over to them on the 11th August. Up to that date they were both perfectly satisfied with me, and even the day after their taking entire charge of the office, that is on the morning of the 12th when I waited on Mr. Armstrong at his house, he continued to give me directions in a gracious manner regarding the duties he wished me to perform.

4th. But in the meantime while, I continued with him, Mr. Molony arrived accompanied by one Debnarain Bose a former Seristadar who was removed by order of the Board, notwithstanding strong exertions, were made by Mr. Hutchinson the Judge and Magistrate to get him restored and maintained in that situation, until intimation was given by the Board to Mr. Hutchinson, that the Judge and Magistrate should not interfere with the appointment and removal of the Revenue Amlah, a fact which you may be pleased to ascertain from a reference to the correspondence which took place between your Honorable Board and Mr. Hutchinson in the month of May,

June, or July 1823. After Mr. Hutchinson had thus endeavoured officially to force upon Mr. Digby the Collector, a person whom he thought quite unworthy of the situation, a coolness existed between him and Mr. Digby; and the departure of the latter from the station with the arrival of Mr. Molony and Mr. Armstrong, again afforded Mr. Hutchinson an opportunity of forwarding the interests of Debnarain Bose; this man was immediately nominated head Seristadar in lieu of Koonjeebehary Roy who without being charged with any fault was removed to make room for this Debnarain once removed from the same situation.

5th. When Debnarain had acquired such an ascendency, I could not expect that he would forget the old difference between us, once in the time of the Honble Mr. Elliot, when I detected and exposed his embezzlement of the public money under the false pretence of over charges for country stationery, and again during the stay of Mr. Digby, when I, in defiance of all the intrigues of Debnarain Bose discovered, and brought to the notice of the Collector and the Board of Revenue the sums of pension which, though due from the Rajah of Burdwan (the best patron of Debnarain) according to the agreement entered into by the Rajah at the time of the decennial settlement, have never since been realized. The former of these facts the Board may be pleased to ascertain by summoning Ramtunoo Dutt the Seah Nowee of the Burdwan Treasury and by a reference to the account sent to the Board by the Collector after the dismissal of Davy persaud Khajunchee, in which a part of the sum embezzled by Debnarain will be found refunded by him; and the latter facts by a letter from your Secretary to the Collector dated the 9th March 1824. Afterwards Debnarain being charged with many other offences (as will be found in the two reports of the Collector to the Board dated June 1823) was removed from his situation; and being aware that if my services were retained, I should be able to make the Gentleman who had taken charge of the Revenue affairs, well acquainted with his true character; his malicious mind could easily devise a mode of being at once revenged upon me, and ridding himself of so inconvenient a witness to his corrupt conduct. I was therefore accused of being a friend to Radhapersaud Roy,—this charge being sufficient with Mr. Molony to procure the removal of any native officer from his situation, although in fact, I received my appointment from a former Collector and have only had a short acquaintance with Radhapersaud Roy from our both happening to serve at the same station, I never having seen him during my whole life till his arrival at Burdwan.

6th. A persian proceeding having been prepared in Mr. Armstrong's house on the 12th August (which still exists in the Records of the Collector) Debnarain hurried over accompanied by Messrs. Molony and Armstrong to the English office of which I was the head, carried away the Books, correspondence, and papers, uncatalogued and unnumbered to Mr. Armstrong's house. And this gentleman without instituting any enquiry, immediately took his seat upon the Cutcherry Bench accompanied by Debnarain Bose and ordered me and others to hear a summary sentence of ruin and disgrace pronounced upon all of us as follows.—

"Koonjibeharry Roy, the Head Seristadar is disqualified for the revenue business; therefore he is suspended. Seristadar Lallah Mudden Gopaul is a friend of Radhapersaud Roy therefore he is dismissed. Petumber Chatterjee the head Writer of the office is dismissed and referred to the criminal Court, in consequence of doubt arising from the Records in English of his being concerned in the embezzlement."

7th. Shortly after my dismissal one called Mr. Joseph Cadet a Writer in the Poolbundy Department—a partisan of Debnarain Bose, was appointed to act in my room, while the three other writers from their manifestation of hostility towards Radhapersaud Roy were permitted to continue in their respective situations, though they had access to the English Records equally with myself.

Your Honble Bord are well aware that from the nature of my situation as head Writer I had no power or authority by the existing Regulations to search, guard, or secure, or otherwise interfere with the public Treasury, my duty being merely to copy out or enter papers according to the Collector's directions, to translate from the native language the accounts &ca. as drawn out and attested by the Amlah according to the established form, no sums being either received or disbursed by me and I therefore humbly implored to be held exempted from any responsibility for the defalcation of the Treasurer. If he was disposed to embezzle the public money it must be evident that he was under no necessity to obtain the co-operation of persons like me, who was in no respect connected wiht his Department and consequently had no controul over his fraudulent transactions, and he had no conceivable inducement to make his guilt known to, and offer to share his profits with others, by which he would at once diminish his gains and increase his danger. Under these circumstances your Honble Board will be pleased to judge with what justice individuals unconnected with the Treasury, against whom there was no shadow of proof, except slan-

derous representations by Debnarain Bose, could be suspected of being concerned in the embezzlement.

8th. This Debnarain, so notorious, corrupt as to have no feeling of shame, although often beaten by his employers for his delinquencies a man who only labours to ingratiate himself with superiors by his mean and servile flattery to them, and by backbiting all others specially those to whom they are not friendly, was, I believe the principal source of the information that fills the great part of Mr. Molony's report to Government and those who had the misfortune to be ranked among Debnarain's enemies, for having opposed him and his malpractices, were handed over to the magistrate as criminals.

9th. Mr. Hutchinson the Magistrate, then produced with great vigilance and activity to try me and others referred to him as criminals; and during a period of about a month almost every day he investigated the case, by examining every paper produced by Mr. Molony and taking the evidence of all the witnesses brought forward by that gentleman as well as by the late Treasurer. All this was done without omission in presence of, and under cross examination by Mr. Molony, who only a few years ago used to exercise in the same district both judicial and magisterial powers and who never failed to direct his utmost exertion against me and other victims of the vengeance and rapacity of Debnarain. Notwithstanding this, none of those witnesses, however intimidated they appeared under the above circumstances uttered a word which might afford the Magistrate the least pretence to commit me to take my trial before the Judge of Circuit. That gentleman however held me up as a criminal and kept my character under suspicion until the 14th January 1825 when he pronounced my release stating in his proceedings, that nothing appeared in the course of the trial that was calculated to criminate me, that I therefore should be released but nevertheless expressing his opinion that I was unfit for holding any public situation.

10th. Finding myself thus suddenly brought to the brink of ruin by being declared unworthy of public trust without any proof against me, and robbed of that character I had acquired by many years diligent and honest attention to my public duties, I felt compelled from the necessity of self vindication to appeal to the Judge of Circuit and to lay before that tribunal the authenticated copy of the proceedings held by the Magistrate.

11th. The Judge of Circuit after a perusal of the whole of those proceedings orderd that he found no fault whatever with me, but that I was removed from my situation by the Collector and not by the Magis-

trate and that as my appointment or removal did not belong to that Court, I had the option of appealing to the Board of Revenue, if I felt dissatisfied at the orders of the Collector.

12th. In consequence of the decision of the Court of Circuit I presented to your Honble Board on the 18th February last a Durkhaust in persian No. 150 with a copy of the orders of the Judge of Circuit, humbly praying for my restoration; and in so doing I placed my entire confidence in your Justice regardless of any influence that Mr. Molony might have with the Revenue authority.

13th. Not having as yet been favoured with an order upon my representation and having been given to understand that the Acting Collector of Burdwan has lately applied to your Board for the confirmation of the appointment of Cadet Karanee to the situation of Head Writer, I beg permission to bring my case again to your notice, trusting that you will in consideration of the grievances I have undeservedly endured, excuse my frequent interruption.

14th. Your Honourable Board will be pleased to observe, what must be my feelings when I find myself, after a long service of about 12 years turned out of my situation without any specific charge handed over to the Magistrate as a peculator, treated and bound down as a prisoner for five months, shamed and despised by enemies, slighted and forsaken by friends and at last deprived of the situation which alone afforded the means of livelihood, by being superceded by an enemy, whose character and whose principles will be manifested by the accompanying authenticated copies No. 1 and No. 2.

15th. Under these most grievous circumstances I humbly throw myself under the protection of your honourable Board in the sanguine hope that you will listen to the claims of humanity and justice and thus save an old servant of the Government from destitution and ruin.

I herewith beg leave to enclose testimonials of my character according to the accompanying list for your inspection and have the honour to be with profound respect.*

Honourable sirs,
Your most obedient and
most faithful servant
(Signed) Pettumber Chatterjee.

Calcutta
The 30th March, 1825.

* Records of the Burdwan Collectorate, Vol. 133.

228. Supplementary petition of Petumber Chatterjee to the Board in continuation of the above.

The Petition of Petumber Chatterjea.

Honourable Sirs,

In continuation of my memorial of the 30th Ultimo, beg leave to bring another instance of a similar nature to the notice of your Honourable Board, humbly entreating your pardon for my frequent encroachment upon your valuable time.

2d. Debnarain Bose, who falsely represented me as a peculator of the public Treasury, though unable to substantiate in the least his calumnious accusations—defrauded Government annually of a certain sum for several years successively. In the 1212 B. S. he farmed Khund Ghose Chakran land fictitiously in the name of another while he was in the employ of Government and retained the farm for 12 years by twice renewing the lease under his official influence at almost the same rent. Debnarain when interrogated by the Collector on the subject denied his having farmed the chakran land. But his treachery has been detected from the public records and from the evidence of several witnesses, as will be found in the Collectors reports of the 3d May 1823 or 24 and of the 13 or 14 June 1824. I herewith beg to submit an official copy of *Sooruthal* or statement authenticated by the signature of the Honourable Mr. Elliot the former Collector which was prepared and delivered by the Canongoe of Khund Ghose upon a local investigation under the directions of the Honourable Mr. Elliot. This shews that Debnarain was then actually as a farmer in possession of the Khund Ghose chakran land—although he had no lease in his name for the farm. From the circumstance of no proceeding being held by Mr. Elliot either rejecting or approving of his tenure of the farm or calling upon Debnat Bose for a reply, it may be fairly inferred that the contents of the statement or at least of the part alluded to must have been kept unknown to that gentleman. This is another specimen of Debnarains character which I trust your Honourable Board will be pleased to examine.*

I have &ca.
(Signed) Petumber Chatterjea.

* Board of Revenue, Procgs. 3 May, 1825, No. 35.

229. Board's letter to the Offg. Collector of Burdwan transmitting the above petitions with instructions. (3 May, 1825).

Ordered that the foregoing Petition be transmitted to the Acting Collector of Burdwan with the following instructions.

Sir,

I am directed to transmit to you the accompanying English Petition No. 363 presented by Petumber Chatterjee together with the papers alluded to in it, and to request you will submit a report on the circumstances of the case for the information of the Board as directed by their order inserted on the Petition.

You are requested to retain a copy of the Papers herewith transmitted for the use of your office and to return the originals to me*

230. Letter from the Offg. Collector of Burdwan to the Board submitting required explanations on the above petition of Petumber Chatterjee. With enclo. (21 May, 1825).

Petumber Chatterjea

Sir,

I have the honor to acknowledge the receipt of your letter under date 12th Ultimo and its several enclosures, calling on me for a full and particular Report on the petition of the abovenamed formerly acting Head Writer of this office as the petition is in English I need not reply to it in the prescribed mode—but merely advert to such Paragraphs of it as may require notice.

2d. In the 2d Paragraph of his Petition he states "that Mr. Elliot raised his salary when this Gentleman applied for an encrease of salary for the head writer Petitioner had not been employed Mr. Elliot having on that occasion recommended Womacaunt Mookerjea who declined accepting the situation notwithstanding the high flown language in which Petitioner sets forth his own merits as a public officer, his first employer Mr. Elliot could not have entertained a very high opinion of them, as he never took the trouble of recommending the Board to confirm the appointment of Petitioner; and at the time he was removed by me he was merely an acting Writer.

3d. From the 3d and 7th Paragraphs Petitioner gives a detailed account of his dismissal the substance of which, is, that it was owing to the influence of Debnarain Bose it is therefore necessary for me to remark that Debnarain Bose had not the slightest

* Board of Revenue, Procgs. 3 May, 1825, No. 36.

knowledge of Petumber Chatterjeas intended removal until I directed him to read the rebuccarry ordering the removal of such native officers as specified in my letter to your address under date 16th August and confirmed by the Board in their Acting Secretary's letter of the 24th September last.

4th. In order to place in their true colour the false and shameless accusations against Mr. Molony and myself touching my nomination of Debnarain Bose, I take this opportunity of informing the Board that I had contemplated employing this individual prior to my leaving Hooghly and before I had learnt that Mr. Molony had been deputed to investigate the embezzlement, provided the cause of his former dismissal was no other than his having forfeited the confidence of my immediate predecessor, and this was confirmed by a perusal of the Board's Roobecarree authorizing his removal. On reaching the station Debnarain Bose presented me with a letter of Recommendation from a friend who was well acquainted with his character. I then consulted with Mr. Molony, who I found entertained the highest opinion of his integrity and fitness for the situation to which I nominated him and I never had occasion afterwards to regret having done so tho' the Board have deemed it expedient to dispense with his services on the grounds of the former charges brought against him. With Mr. Hutchinson I had not the honor of being acquainted until I had taken charge of this office therefore his having taken measures for the promotion of Debnarain Bose is quite out of the question—and such an assertion on the part of Petitioner is in unison with the whole tenor of the wretched petition now under reply.

5th. Had not the petitioner been suspected of being a party concerned in the late Embezzlement I could not have continued him in his situation as the English Records under his immediate charge were in such a disgraceful state of confusion and very heavy arrears in copying the correspondence which were only partially carried on from 1820 till the time I assumed charge of the office and which cannot be completed as the original rough copies of letters were not all forthcoming it was not until he had been made over to the Fouzdaree Court for trial that I obtained possession of a bundle of original letters from the Board and Civil Auditor which he had retained in his private custody. What he means by the statement in 6th Paragraph of his Petition about the correspondence and Records being carried off, I cannot devine—I recollect examining some of the rough copies of letters; the greater

number of which were, in the hand writing of the Petitioner,—particularly all those letters relating to the Treasury accounts and the Moorshidabad remittance. It is at once a novel and absurd charge against a public officer, that of carrying away his own English Records.

6th. With reference to the enclosures relative to Mr. Cadet the successor of Petitioner as noted in the 14th Paragraph of the petition, I have the honor to forward herewith a quifeut of the case of Joymunnee together with the Magistrates Roobeccurry and a Translation in English—Your Board will observe that Mr. Cadet is in no way implicated in the death of Joymunnee who seems to have been a drunken prostitute and who unfortunately in a state of inebriety fell out of an upper roomed house and thus met with a sudden and violent end. Touching the letter of Mr. Cadet to Mr. Meisselbrooke I see nothing in it but a wish on the part of Mr. Cadet, who has a wife and a large family and children to rid his neighbourhood of disgraceful and obscene conduct as daily carried on at the house of the defunct—With respect to that part of his deposition in which he denies having mentioned Mr. Lindsays name in the letter which he sent to Mr. Musselbrooke, he states that he had written another letter not intending to send the one containing allusion to Mr. Lindsay, however in despatching the letters a mistake occurred of which he was not aware till after his having deposed in Court. I see no reason why this explanation should not be credited as Mr. Cadet could have had no cause to deny his having made mention of the name of Lindsay an individual holding the situation of Writer in the Judges office with all these circumstances the Petitioner must have been intimately acquainted and his endeavouring to slacken the character of a poor industrious and deserving individual merely because he succeeded to the situation which Petitioner justly forfeited by his negligence and chicanery stamps him as a most invidious and malignant being who to give vent to his spleen and scurrilous abuse hesitates not in fabricating the most disgusting falsehoods.

I cannot conclude this letter without expressing my surprise at the manner and tenor of this petition to which I have been directed to reply as it is one uninterrupted tissue of low abuse against Debnaram Bose and lease, and unjustifiable insinuations that hidden motives actuated Mr. Molony and Mr. Hutchinson in the discharge of their public duties and as such the petitioner deserves the severest punishment that can be legally inflicted upon him. The proceedings of the Magistrate satisfactorily prove that Petitioner was not put upon his trial without sufficient cause for altho' the evidence against him

was not of a nature to convict him of actually embezzling the public property, it satisfied the Magistrate that he was undeserving of further employment in the service of Government. How strange it is that this individual so quick sighted in detecting Debnarain Bose in supposed fraudulent conduct should be so blind and stupid as not to have been aware of the late Embezzlement of nearly one Lac and a half of Rupees.—In his anxiety to criminate and vilify Debnarain Bose he oversteps the bounds of probability.

I shall take an early opportunity of forwarding, for the information of the Board, in answer to your letter and its enclosure under date 3d Instant, the result of my enquiries in the charge against Debnarain Bose.*

Enclo :

A Translation of the Roobuccarry of the Fouzdarry Court of Zillah Burdwan under date 14th May 1825 2d Jyete 1232 B. S. before Mr. J. R. Hutchinson Magistrate.—

A Roobuccarry of the Collector of this Zillah has been received requesting to be informed in conformity with the orders of the Board of Revenue of the result of the enquiries respecting the death of Joymunnee, the Plaintiff being Mr. Musselbrooke and the Defendant Lindsay Cranee, in which case Cadet Cranee gave evidence. For this reason and in compliance with the orders of the Huzzoor the Mehaviz having enquired produced his quifeut of the case having been dismissed for want of proof and in which Cadet Cranee gave evidence, it is therefore orderd that a copy of the kyfeut of the Mahaviz be placed in the sheristah and the original be sent with a copy of this Roobuccarry to the Collector for his information.†

(A True Translation)

(Signed) J. Armstrong

Offg. Collector.

231. Letter from the Offg. Collector of Burdwan to the Board submitting required explanations on the above supplementary petition of Petumber Chatterjee. (2 June, 1825).

Sir,

I have the honor to acknowledge the receipt of your letter and its enclosure under date 3d Instant calling on me for a report on the cir-

* Board of Revenue, Procgs. 30 August, 1825, No. 12

† Board of Revenue, Procgs. 30 August, 1825, No. 13

cumstances detailed in the supplementary memorial of Petumber Chetterjea.—In reply I beg to refer the Board to the correspondence noted in the margin* that has passed on the subject of the Chukran lease said to have been held under a false name by Debnarain Bose late Sheristadar.

* Collectors Report 3d May 1823. Boards answer 28th May 1823 Collectors Report 14 June 1823. Board's answer 28th June 1823.

2d. The Collector's letter under date 3d May cannot be found in this office, therefore I am unable to offer any remarks upon it however from the tenor of the Board's Reply it appears to have been very defective and to contain a statement which could not be subsequently established viz. that Government sustained a loss from Debnarain Bose continuing to hold the Farm—this the Board are unable to understand and in reply desire to be furnished with a copy of the proceedings and a statement of the Balances Hal and Baukaya &ca. in pursuance of which the Collector forwarded the record of his enquiry with remarks tending to strengthen the suspicion of Debnarain Bose holding the farm under a false name notwithstanding that Nittanund Sircar deposed upon oath to having always held the farm in his own name and at his own risk. He being a very distant relative to Debnarain Bose it is by no means surprising that he should have paid in his Revenue as it became due some times through the son and some time, through the nephew of Debnarain.

3d. It was not shown that Government had sustained any loss by the holder of the farm in question on the contrary Nittanund Sarkar the farmer, seems to have been punctual in his payment. To have proved that the lease was a Benamy one of the sheristadar, it was necessary to have made enquiries on the spot or to have summoned the ryots and ascertained if Debnarain Bose ever granted receipts and Pottahs or collected the rent this could have been ascertained without much difficulty and no measures having been taken for this purpose is rather in favor of Debnarain Bose as his sharp sighted enemies Petumber and others would not have failed to suggest such a mode of investigation had they entertained any hopes of proving him guilty of such irregularity my predecessors mind seems to have been poisoned with regard to Debnarain Bose by a band of unprincipled native officers who after having succeeded in getting him disgraced and discharged commenced their work of embezzlement, which ended in the extraction of nearly a lac and a half of Rupees from the public Treasury. Finding that a man like Debnarain Bose who had been thirty years in this office who had received the approbation of his numerous employers and gradually promoted by them on account of merit to

the highest situation in this office would not join in their intrigues, is it to be wondered at, that they should exert their influence for the removal of such a stumbling block—this was effected by Mr. Digby's pronouncing him undeserving of his confidence which was transferred to others in every way undeserving of it, as circumstances have subsequently proved. The present poverty of Debnarain Bose after more than thirty years service in one office leads an unprejudiced mind to judge favorably of him this added to the defalcation that took place subsequently to his dismissal tend strongly to confirm the general opinion of his innocence moreover he has never been proved guilty.

4th. With reference to the Report of the Canongoe I have only to state that it was made to the Honble J. E. Elliot who did not deem it worthy of his further notice having himself disposed of the farm to Nittanund Sarkar should the Board still deem it expedient that inquiries should be made, so that the innocence or guilt of Debnarain Bose may be placed beyond a doubt, it will only be necessary to secure the attendance of the cultivators of the farm in question tho' from the time that has elapsed together with the lease having expired such a measure appears to me useless, at the time he came under suspicion the charges should have been perfectly sifted.

5th. Touching the charge of his having appropriated part of the 50 Rupees Monthly allowance for supplying the Bengalee Dufter with Paper ink &ca. I beg to submit the accompanying copy of a petition of Debnarain Bose to my predecessor together wiih a Translation in English which will prove to the Board that he made no such appropriation and altho' he deposited part of the allowance in the Treasury the same was never carried to account—as likewise other sums as detailed in his petition—why did not this Petumber Chatterjea see that Government were not defrauded of these sums. This allowance of fifty Rupees is paid monthly to me of the officers who is not entitled to any remuneration whenever the charges of paper &ca. exceed the established sum—never called on for any account it being understood that no deficiency in the supply is to occur—this has always been the custom both prior and subsequent to the period when Debnarain Bose held the allowance as granted to him by a former Collector.

6th. I know not why I should have been called on for a Report on the petition now under reply as the individual against whom the charges are brought has been prohibited from holding the situation to which I nominated him—perhaps the Board may entertain the wish of reinstating him should they on reconsideration find that the former

charges were not sufficiently substantiated—I am willing to hope that this may be their object as the more I enquire the more I am disposed to consider such an act as one of justice to this individual—As I have been anticipating that further enquiry would be made into the grounds of his dismissal. I have not recommended my present Acting Head Sheristadar for confirmation because I do not think him so well qualified for performing the duties of the office under my charge as Debnarain Bose. Ramlochun Dutt's correctness of conduct has always given me satisfaction but then he has not been used to the detail of the multifarious duties of a Collectors office and has not that despatch in business so desirable in one holding such a situation moreover he has of course no local knowledge of the District or any of that useful experience only to be acquired from a long continued and detailed performance of duties in one office. It is a great object, in having a head native officer familiar with the past official Transactions in all offices and more particularly in that of a Collector.*

P. S. The original Papers which accompanied your letter are herewith returned.

232. Letter from Mr. Molony to the Offg. Collector of Burdwan transmitting copy of a kyfeut re: the embezzlement affairs, with observations. (6 August, 1825).

Sir,

I have to state for your information that on the receipt of the three chelans transmitted to me in your letter of the 4th Instant I forwarded them to the Magistrate of this District requesting that he would allow the Books of his Tuhveeldar to be examined by the Deputy Karkoon, and require from the Tuhveeldar and his mohurers an explanation relative to the entries in the chelans, particularly in those of the 4th and 21st June 1824 of sums of money in the name of Ramdhun Chatterjea the late Naeb Treasurer of your office.

2. The Magistrate immediately directed an enquiry into the accounts, and the enclosed is a copy of a kyfeut by Ramnarain the Deputy Karkoon shewing the result of his examination of the Tuhveeldar's Books as compared with the chelans.

3. This kyfeut goes pretty clearly to that the sums of money in the chelans amounting to 26249 Rs. had in the first instance been paid to the Tuhveeldar by Ramdhun Chatterjea on account of Putny Estates under his charge, that the money had not been counted and

* Board of Revenue, Procgs. 30 August, 1825, No. 14

weighed, but was sent in that state in different sums, as portions of each remittance to your treasury, the name of Ramdhun being entered opposite to each sum so sent, to shew that he was bound to see that the rupees were all full weight and the amount correct. There is not any ground to believe that the money was not actually received as carried to credit in the seah; and it seems to have been a transaction adopted, not for the purpose of defrauding Government, but of saving trouble to the parties; you will observe however from the kyfeut how this irregular practice has, by a most palpable falsification of two of the chelans, been made to wear an appearance suited to the defence set up by Radhapersaud Roy in his trial for embezzlement.

4. In the chelan of the 4th of June it is quite clear that the word "*Buraat*" has been added above the name of Ramdhun Chatterjea; the papers in my possession shew that this chelan was in August last compared by me with the seah, and as in the whole examination of the accounts we were so particular as to note down even the difference of a single anna, it is quite impossible that we could have passed over unobserved an item of 10,000 Rs. had it been entered as "*Buraat*" or transfer merely without any money being sent; had that word been then in the chelan we should certainly have worked off that item as a sum to be recovered or accounted for by the late Treasurer.

5. In the chelan of the 21st June the word "Note" in the Bengalee character has been inserted underneath the name of Ram Dhun—and opposite to an item of 6000 Rs. This chelan was also examined and compared with the seah in August last, and you are already aware of the minute details which were then entered into to ascertain the number of every note, and to what amount notes, without numbers being specified, were paid in. My Register contains the numbers in detail of the 5700 Rs. paid in notes which are in this chelan, and I can never have overlooked the item of 6000 Rs. had the word "*Note*" been then attached to it; but the falsification of this chelan is placed beyond a doubt by an abstract of the remittance which was annexed to it, but which the perpetrator of the forgery, omitted to alter so as to correspond the amount of "Cash" in that abstract includes this sum of 6000 Rs. and shews that it could not have been paid in notes.

6. The ink and the handwriting in the words "Buraat" and "Note" are different from the rest of the writing in the chelans, and the Mohurers under the Adalut Tuhveeldar who wrote the chelans declare that these words were not in them when the remittance was made.

7. I have requested the Magistrate to take the depositions of these men on oath, as well as to record in his proceedings the examination which has been made into the accounts and the result of such further enquiry as he may deem it requisite to make, these proceedings cannot be completed for some days—but it appears to me so clear that the falsification of these documents could not have been made without the knowledge and connivance of the officer in your Treasury in whose charge they were, that I think it my duty without delay to make you acquainted with the proceedings as far as they have gone, both that you may take such measures as may appear requisite for the more effectual security of the Treasury records, and for the suspension, should you deem it expedient, of those officers who may appear to have connived at the falsification of them in the present instance until I can communicate to you the result of the proceedings now before the Magistrate.*

233. Abstract Translation of the Petition of Debnarain Bose late Head Sheristadar of the Burdwan Collectorship 20th August 1822.

In conformity with your Roobuccarry of 19th Instant relative to that portion of the Amlahs salaries &ca. in deposit, your obedient servant presented you with a petition upon which it was ordered that your servant should acquaint you with all particulars to the best of his recollection with reference to this subject, he now represents all the information with which he can charge his memory in the following statement.

The salary of the Sheristadar of this office from the absence of Nundmohun Mitter Acting Head Sheristadar until the date of Neelmoney Ghose's appointment to the situation of Acting Sheristadar as disbursed by the sircar may be carried to the credit of Government.

Out of the fixed allowance for paper Ink &ca. from the month of May till November 1821 after the deduction of the disbursements for paper &ca. the sum of Sa. Rs. 76 more or less remain and the same can be carried to the credit of the Sircar.

From the death of Groopershaud Muzmoodar Canongoe of Pergunnah Indrain until the date of his successor's appointment whatever seems disbursed as salary of the aforesaid Canongoe after the deduction of the Peadas Tulbana incurred for guarding the papers of the Sherista of the Canongoe of the aforementioned Pergunnah as appointed by the Huzzoor may be carried to the credit of Government.

* Records of the Burdwan Collectorate, Vol. 135, p. 41

In conformity with the orders of the former Collector the Darogahs Mohurers were fined of which part was carried to account and that part which was not credited in the accounts the statement of which is to be found in the Treasury and agreeably to which statement can now be brought to credit.*

Petitioner Debnarain Bose.
Head Sheristadar 20th August 1822.

Ordered that the Petition be placed to the Sherista.

(Signed) J. Digby
Collector

(True Translation)
(Signed) J. Armstrong
Offg. Collector.

Order:

Ordered that a Copy of the foregoing letter from the Superintendent and Remembrancer of Legal affairs with it's enclosure, be sent to the Judicial Department for consideration and orders.

(A true Extract)
(Signed) H. Mackenzie
Secy. to Govt.

234. Board's letter in reply to that of the Offg. Collector of Burdwan Communicating their orders on the petitions of Petumber Chatterjea. (30 August, 1825).

Sir,

In answer to your letters of the 21st May and of the 2d June last I am directed to communicate to you the following orders.

2d. The several Petitions of Petumber Chatterjea as far as they concern himself the Board consider undeserving of consideration. But those parts of them which insinuate that Mr. Molony Mr. Hutchinson and yourself were actuated in the discharge of your public duties by any other than the most honorable motives the Board cannot too severely condemn them and the Board fully concur with you in opinion that the petitioner observes for this offence the severest punishment that can be legally inflicted.

3d. The Board having carefully and deliberately reviewed and considered all the circumstances on the records of this department affecting the official character of Debnarain Bose to be Sheristadar of the Collectorship in your charge find no reason whatsoever to

*Board of Revenue, Procgs. 30 August, 1825, No. 15

consider the orders they have so frequently passed in confirmation of those of the 20th June 1823—dismissing Debnarain Bose from his office—otherwise than entirely just and proper.

The Board leave it entirely to your discretion to continue the present officiating Sheristadar Ramlochun Dutt or not as you think proper. But the Board will expect and require that any other native you may nominate for their approval shall be not only duly qualified by integrity of character talents and experience, to discharge the duties of the office, but likewise wholly unconnected with the former native Umlah and with the landed proprietors of your district.*

235. Mr. Molony's report to Government re: the Sessions trial of the Burdwan embezzlement case prisoners. with Enclo. (12 September, 1825).

Extract from the Proceedings of the Right Honble the Governor General in Council in the Territorial Department under date the 29th September 1825.

To Holt Mackenzie Esqr.
Secretary to Government
Territorial Department.
Fort William

Sir,

I regret to have to report for the information of Government, that notwithstanding every effort on my part to prevent it, the case of the Prisoners charged with Embezzlement under trial before the Court of Circuit at Burdwan has been again postponed to another Sessions.

2. Radhapersaud Rae one of the Prisoners in this case has had more than ordinary indulgence shewn him in being allowed from time to time to bring forward new matter and to name a number of fresh witnesses in his defence and these latter he bring forward or keeps just as suits his conveniences on the 3d ultimo six witnesses were examined on his part, and the Judge of Circuit on closing his proceedings for that day recorded on the face of them that although he saw no necessity to postpone the case for the witnesses who were not in attendance, yet as the other business of the Sessions would detain him at the Station for some time he deferred passing a final decision on the case to the 25 of the month.

3. The above order held out at least a prospect of a final decision of the case, which had then been a year under investigation but when it came on again on the 5th Instant the Prisoner Radhapersaud Rae

* Board of Revenue, Procgs. 30 August, 1825, No. 16

produced a mass of fresh documents, chiefly consisting of affidavits sworn to in the Supreme Court on points relating to the numbers of Bank notes alleged to have been embezzled by him I thought it my duty to object to these documents as not being legal evidence for his defence the Regulations and the practice of our Criminal Courts requiring that all witnesses for the prosecution or defence shall be examined in open Court except in the case of a witness being a female or person of rank whose attendance it would be improper to compel and I further moved the Court that as the attendance of more witnesses had on the 3d ultimo been recorded as not essentially necessary the record should be delivered to the Law Officer for his Futwa. The Judge of Circuit however ordered the trial to be postponed on account of the non-attendance of the Prisoners' witnesses.

4. It is proper however that I should state for the information of Government that in the interval between the 3d Ultimo and 5th Instant the prisoner Radhapersaud Rae presented a petition to the Court of Nizamut Adawlut, the main object of which was to procure my exclusion from conducting this prosecution on the ground that I had throughout conducted myself more as a Judge than a Prosecutor and thereby unduly influenced the proceedings against him, in pursuance of this petition certain instructions a copy of which I herewith submit were issued by the Court direct to Mr. Tod at Burdwan.

5. I shall not take up the time of Government by offering any observations on the necessity or propriety of these orders, but in justice to myself I must beg leave to acquaint His Lordship in Council, that when the Petition of Radhapersaud Rae was read in open Court, the Government Pleader was prepared and endeavoured, to offer explanations on my part to refute the allegations of the Petitioner, but he was peremptorily silenced by the Officiating Senior Judge of the Court of Nizamut Adawlut. These orders therefore which were afterwards passed at an English Sitting of the Court will, I trust, be con. sidered by Government in no other light than as having been issued on an exparte statement of a Prisoner who had allowed the whole proceedings of two Sessions to pass without having complained of the manner in which I had conducted the prosecution against him.

6. The Government will I trust, at the same time be satisfied of the difficulty I have to encounter when placed under such restrictive orders, in prosecuting public delinquents, to whom the utmost indulgence has been allowed in making their defence and who are more-

over assisted by every sort of intrigue which ability and money can command.*

Enclo:

Letter from the Registrar, Nizamut Adawlut, to the second Judge of the Court of Circuit at Burdwan communicating Court's remarks and orders on the subject of Radhapersaud Roy's complaint. (20 August, 1825).

To A. B. Tod Esqr
2d. Judge of the Calcutta
Court of Circuit at
Burdwan.

Sir,

I am desired by the Court of Nizamut Adawlut to forward for your consideration the accompanying copy of a Petition presented to them by Radhapersaud Rae late Acting Serishtadar in the Office of the Collector at Burdwan and to communicate to you the following remarks and orders on the subject of the Petitioners complaint.—

Present
C. Smith Esqr. Offg. Chief Judge and
W. B. Martin Esqr. Puisne Judge.

The Court do not find it laid down in the Regulations that the Prosecutor, on the part of Government must necessarily be the Vakeel of Government and in section 4 Regulation 50. 1803 the words the vakeel of Government or other person Acting as Prosecutor for Government are expressly used. Further, by section 3 Regulation 8. 1816 it is enacted that it shall be competent to the Governor General in Council to avail himself of the services of the Superintendent of Legal Affairs, by directing him to furnish such aid, in the conduct of cases in which Government may be concerned in the Civil and Criminal Courts of Justice as may be deemed advisable. Under these circumstances therefore the Court are of opinion that so much of the Petitioners prayer as has for its object, the entire exclusion of the Superintendent from all interference in the prosecution must be rejected.—

I am desired however at the same time to communicate to you the instructions of the Court that while you admit the Superintendent as prosecutor you should on no account allow him to sit on a level with yourself or your assessor the Law Officer that you sould not permit him to put any illegal or improper questions to the witnesses or to make any harsh or irrelevant remarks upon their evidence that you should not communicate with him in any but the native langua-

* Judicial (Criminal) Procgs. 15 Dec., 1825, No. 15.

ges so that all which passes between you may be intelligible to all present, in short that you should conduct yourself towards the Superintendent as you would conduct yourself towards any ordinary prosecutor and exact from him precisely the same observance of all established rules mode and orders as you would from any ordinary prosecutor.

The Court are desirous, that you should consider these instructions as of a general nature free from any particular and personal application to the present Superintendent, who is no doubt himself sufficiently aware of the line within which it becomes a Prosecutor to keep and disposed to render the duty of regulating the proceedings of the Court as easy as possible by a voluntary observance of whatever is suited to the relation in which he is placed towards the Judge and the Prisoners respectively.*

Fort William
the 20th August
1825.

I am &ca.

(Signed) W. H. Macnaghten
Regr

A true Copy

(Signed) J. Thomason. 2d Asst.

(True Copy)

(Signed) E. Molony. Supt. &
Rembr. of Legal affairs.

Order:

Ordered that a copy of the foregoing letter from the Superintendent and Remembrancer of Legal affairs with its enclosure, be sent to the Judicial Department for consideration and orders.

(A true extract)

(Signed) H. Mackenzie: Secy. to Govt.

* Judicial (Criminal), Procgs. 15 Dec., 1825, No. 15 (Enclo.)

236. Letter from the Registrar, Nizamut Adawlut, to Government transmitting copy of a report of Jail Delivery for Zillah Burdwan. With enclos. (23 September, 1825).

Sir,

Present.—
C. Smith Esqr.
Offg. Chief Judge
C. T. Sealy } Esqrs.
H. Shakespear }
Puisne Judges
and
A. Ross Esqr.
Offg. Judge.

I am directed by the Court of Nizamut Adawlut to transmit to you the accompanying copy of a letter form the 2d Judge of the Calcutta Court of Circuit dated the 16th Instant with its English enclosures, reporting the Jail Delivery for the 1st half yearly Sessions of the current year for Zillah Burdwan, and to request you to lay the same before the Right Honble the Governor General in Council.*

Enclos:

(Copies)

To
W. H. Macnaghten Esqr.
Regr. to the Nizt. Adt.
Fort William.

Sir,

I have the honor to acquaint you for the information of the Nizamut Adawlut, that I have this day concluded the Jail delivery of this station for the 1st half yearly sessions of the current year.

2. The usual statements and copies of the Futwas in the cases of the Prisoners punished and acquitted are herewith transmitted.

3. I have likewise submitted an additional case of a Security Prisoner of the Zillah of Nuddeah, which was not completed during my stay at Kishnagar.

Circuit Court House
Zillah Burdwan
The 16th Septr. 1825.

I am &ca.
(Signed) A. B. Tod
2d. Judge.

* Judicial (Criminal), Procgs. 13 Oct., 1825, No. 12.

Form No. 3

Calendar of Trials postponed at former Sessions for the Zillah of Burdwan viz. antecedent to the first Sessions of 1825.

1	2	3	4	5	6	7	8	9
No. of Trial.	Name of Prisoners.	Charge.	At what Sessions trial commenced and postponed	Date of the Order of the Nizt. Adt. and Court of Circuit directing further inquiry.	Names of the Witnesses summoned on for the trial and in attendance.	Names of the Witnesses summoned & not in attendance with the reasons assigned by the Magt. for their non-attendance.	Whether decided at the Sessions just completed.	If again postponed the cause of further postponement.
10 of the 2d Sessions of 1824.	Sheebnarain Rai late Treasurer of the Burdwan Collectorship.	Sheebnarain Rai for being accessary to and conniving at the fraudulent Embezzlement of the sum of Sicca Rupees One Lac thirty-six Thousand three hundred and sixty eight annas eight Gundahs of the public money from the Collectors Treasury.	2d Sessions of 1824.	Court of Circuits order of the 5th February 1825.	Gopeenath Dutt. Mudun Sirkar Hurishchund Mitter. Becharam Sein. Joynarain Dutt.		Not decided.	Several Witnesses whose evidence the Prisoner Radahpersaud considers requisite in support of his defence not being in attendance the case is laid over till next Sessions. The nature of the case is such that a futwa could not with propriety be taken as it regards the other Prisoners without disclosing what would be its probable result as it respected him.
	Radhapursaud Rai late 2d Seristadar of the Burdwan Collectorship.	Radapersaud Roy for fraudulently embezzling the abovementioned sum from the Collectors Treasury.						
	Ramdhun Chatoorjea late Naib Treasurer of the Burdwan Collectorship.	Ramdhun Chatoorjea for being active accessary and accomplice in the Embezzlement in question.						
	Ramchand Gangoolee late Record Keeper of the Burdwan Collectorship.	Ramchand Gangoolee for being an accessary & accomplice in the above Embezzlement.						

Calcutta Court of Circuit, The 16th September 1825.

(Signed) A. B. Tod, 2d Judge.

237. Board's letter to the Offg.Collector of Burdwan forwarding copy of a petition of Ramtunoo Dutt and asking to conform to their order passed on it. (25 October, 1825).

Ramtunnoo Dutt

Sir,

I am directed to enclose a copy of a Petition No. 827 presented by the above named to the Board of Revenue and to desire that you will conform to the order passed on the Petition.*

Enclo:

To

James Pattle Esquire
Actg. President & Members of the Board of Revenue
in the Lower Provinces
Fort William.

The Petition of Ramtunoo Dutt.

Humbly Sheweth,

That when the embezzlement in the Treasury of Burdwan was discovered in July 1824, John Digby Esqr. Collector of that District, suspended the Khuzanchee and his Deputy from their respective situations and was pleased to order your Petitioner then head Seahnuvees in the Treasury Department, to act as Khuzanchee until the pleasure of J. Armstrong Esqr. was known, this gentleman having then daily been expected at Burdwan to take charge of the office from Mr. Digby; that your Petitioner was given to understand that he would no longer remain in that situation, if any objection was made to this nomination or any fault was found with him by E. Molony Esqr. who was about to arrive at that station to investigate the proceedings of that collectorship.

That these gentlemen upon their arrival at Burdwan being fully satisfied with your Petitioner's conduct, were pleased to order him to continue in the discharge of his duty, while they made over to the Magistrate several native officers whom they suspected of being concerned in the embezzlement; and that your Petitioner accordingly for a period of about one month, acted as Khuzanchee daily receiving rents from landholders and making disbursements as is evident from the public records and from the order book of the Treasury under the seal and signature of the Acting Collector. But that your Petitioner being unable to produce respectable sureties for the situation of Khuzanchee, was removed from that office and was conse-

* Records of the Burdwan Collectorate, Vol. 133, p. 272.

quently ordered to attend the duty attached to his former situation, in which he continued for upwards of a year, without being once accused, or suspected of the embezzlement by either of these gentlemen, though some of the native officers were handed over to the Magistrate for trial from mere suspicion of peculation.

That your Petitioner, in common with several other native officers, having been subpoened by E. Molony Esqr. to give evidence in the case pending in the Criminal Court against the Treasurer, his Deputy Ramdhun Chattooja, Radhapersad Roy and others, delivered his deposition before the Magistrate and the Judge of Circuit to the best of his belief and recollection; that in the course of the trial of this case by A. B. Tod Esqr. in the month of August 1825, the evidence of your Petitioner was read to the Judge in the open Court; that Mr. Molony on hearing it was moved with passion and addressing himself to the Mufti of Circuit said "If I had known that this man (your Petitioner) would give such evidence, I would have included him in the list of prisoners."

That that gentleman soon after embraced an opportunity of ruining your Petitioner, by bringing an indirect charge of forgery against him in a communication with the Acting Collector, who, on receiving a second intimation from Mr. Molony with a Roobukaree from the Magistrate, though it contained nothing that could tend to the removal of your Petitioner dismissed your Petitioner on the 8th September last from his situation, which he had held for a period of 23 years without permitting him even to deliver a reply in his defence, your Petitioner therefore now begs leave to lay the whole case before your Honourable Board, in the sanguine hope that you will be pleased to take it into your liberal consideration and afford him justice.

That applications for copies of chalans, which the cashier of the Judge sent to the Collector's office in 1823 & 24 and of those delivered by Landholders, were made to the Acting Collector by Radhapersad Roy, as well as by the other party; that the Acting Collector on receiving such applications, ordered the Record Keeper of his office to furnish the parties with the copies applied for, and that the Record Keeper accordingly obtained the original chalans from your Petitioner, prepared a certain number of copies which he gave to the Mookhtars of the parties, after they had been sealed and signed by the Acting Collector himself.

That in one of the chalans the cashier of the Judge thus details the total sum mentioned in the head of it "so much in cash, so much in Bank notes, so much by Burat or order upon Ramdhun Chattooja"

the late Deputy Khuzanchee of the Collector, in a second he inserts "so much in cash, so much in B, (meaning Burat or order) upon Ramdhun Ch." in a third he thus particularizes "so much in cash, so much Ramdhun Chattooja in notes."

That these copies were produced by Radhapersad Roy before the Court of Circuit to shew the unauthorized familiarity that was going on between the Judge's cashier and Ramdhun Chattooja deputy Khuzanchee of the Collector in the transaction of their public duties; that Mr. Molony then used these words in the open Court viz. "If the Khuzanchee of the Judge be found guilty of putting the following words in his chalan 'By Burat upon Ramdhun Chatooja', he should certainly be dismissed".

That the cashier of the Judge when interrogated on the subject denied having written the words "by Burat", as he could not be expected to acknowledge his own guilt, especially after such a threatening declaration coming from E. Molony Esqre. Remembrancer of legal affairs. That the Record Keeper in the Collectors office also being, like others, unwilling to cast any blame upon himself, denied having added those words in the original chalans or in the copies that he made, and your Petitioner, when asked, gave a positive denial of adding even a single letter to the contents of the original chalans. But that your Petitioner has been dismissed by the Acting Collector in compliance with Mr. Molonys wishes, while the two others (the cashier of the Judge and the Record Keeper) are retaining their respective situations, though all the three (your Petitioner and the two rest) all equally liable to suspicion but equally innocent in the eye of the law and in point of Justice, until guilt is proved against one or the other.

Your Petitioner humbly prays that your Honourable Board may be pleased to direct the Acting Collector to forward to your Board the proceedings and their enclosures which that gentleman received from E. Molony Esqre in this case and the Roobukaree held by the Magistrate of Burdwan on the same subject and also the order book of the Treasury for 1824; and after their inspection and in consideration of the nature of the case, you may be pleased to pass whatever order your Honourable Board may think just and proper.

That your Petitioner as in duty bound shall pray.

Revenue Board
(A true copy)

(Sd) R. Hunter
Secy.

238. Letter from the Chief Secretary to Government to the Registrar, Nizamut Adawlut, asking to be supplied with the petition of Radhapersaud Roy together with copies of any proceedings held by the Court on it, &c. (27 October, 1825).

On the 27th October last the Chief Secretary was directed to write the following letter to the Register of the Nizamut Adawlut.

To the Register of the Nizamut Adawlut.

Sir,

With reference to the letter addressed by you to Mr. Tod the 2d Judge of the Calcutta Court of Circuit under date the 2d August last, I am directed by the Right Honble The Governor General in Council to desire you will acquaint the Court of Nizamut Adawlut that His Lordship in Council is desirous of being furnished with a Translation of the Petition presented by Radhapershaud Roy, together with a translation of any proceedings held by the Court on that Petition and of any remarks which Mr. Tod may have submitted in explanation of his conduct on the points noticed in your letter.*

239. Letter from the Offg. Collector of Burdwan in reply to that of the Board transmitting the required report on Ramtunoo Dutt's petition. (8 November, 1825).

Sir,

In reply to your letter under date 25th Ultimo and its enclosed Petition No. 827 I beg to forward herewith the report called for.†

Enclo:

Ramtunoo Dutt's Petition.—

1st. Petitioner states that Mr. Molony was deputed to Burdwan in 1231 B. S. to investigate the case of embezzlement and appointed him (Petitioner) as acting Kuzanchee and he discharged the duties for one month faithfully.—

1. Mr. Digby nominated Petitioner as acting Treasurer and not Mr. Molony.—Petitioner was merely continued in charge of the Treasury until I was able to appoint a responsible individual.

2d. That Mr. Molony summoned him as a witness in the suit of Government Vers. Radapershad Roy and others, and he deposed in the foujdaree Court and before the Judge of Circuit and that Mr.

* Judicial (Criminal), Procgs. 15 Dec., 1825, No. 16.

† Board of Revenue, Procgs. 2 Dec., 1825, No. 13.

Molony in the presence of the Judge of circuits Moulvee and others said if he had known as much as he then did he would have prosecuted Petitioner.

2nd. I can give the Board no information in this Statement of Petitioner.

3rd. That Radhapershaud Roy took from this office authenticated Copies of three chellans formerly received from the Treasurer of the zillah Court and filed the same in the suit before the Judge of Circuit.— In consequence of the good understanding existing between the two Treasurers the money and the transfer (burat) specified in the chellans were carried to credit.

Mr. Molony and the acting Collector having come to the Treasury took from Petitioner a bundle of chullans and that Ramnarain Muzmindar selected the three Original chullans and gave them to Mr. Molony—the 1st of them contained the words "note Curatee Ramdhun Chuttoo" for a specified sum in the 2nd some Notes and some cash and for other rupees was substituted the words "being Ramdhun chung" i.e.—being a transfer and chung for chuttoo and in the 3rd chellan was written "Ramdhun chuttoo Note.—"

3. When the copies of these chellans were referred to me I immediately compared them with the Originals which were in the charge of Petitioner and on finding that the words "Curat" note &ca were specified in the latter made them over to Mr. Molony who brought the circumstances to the notice of the magistrate whose proceedings in the case proved that the words in question were added to the Original challans after their receipt in this Office and as Ramtunoo the Petitioner had the charge of the papers it is quite evident that without his connivance the words "Curat note" &ca could not have been added to the Original chullans—consequently—I dismissed him so soon the magistrates proceedings satisfactorily proved that the words were not written in the chullans by the Treasurer of the Civil Court.

4. Mr. Molony interrogated a Adeet churn Ghose the mohurer belonging to the Treasury of the Civil Court who replied that the signature was his but he did not write the chullans and could not state of the amount of the transfer was forwarded to the collectors office.

4. The Petitioner never set up as a defence that the forged words were in the chullan at the time of their receipt—he being the mohurer who examined and had charge of the challans ought to have brought this good understanding or dostee as he terms it to the notice of the then Collector—such an extraordinary proceeding could not have

escaped his notice—without his connivance the words could not have been added and that they were added ,, ,, ,, ,, ,, ,, to serve the turn of Radhapershad is evident from the circumstance of the entries into the seah not corresponding with the chullans in question as they now stand.

5. Mr. Molony took the chellans to the Magistrate and sent Ramnarain to the Treasurer of the Civil Court who represented to the Collector that the adawlut khazanchee acknowledged having written the name of Ramdhun Chatterjea in the chullans but not the word "Curat" upon which the Collector suspended Petitioner—On the 6th of September roobacaree was received from the magistrate which did not in any way reflect upon the character of Petitioner and that the Collector in submission and flattery to Mr. Molony, dismissed your Petitioner on mere suspicion.—

5th. The concluding part of the Petition wherein it is stated that he was dismissed to gratify Mr. Molony is undeserving of my notice tho' calling for the serious displeasure of the Board.*

No order

240. Nizamut Adawlut's reply to the above requisition. With enclo. (11 November, 1825).

Sir,

I am desired by the Court of Nizamut Adawlut to acknowledge the receipt of Mr. Bayley's letter under date the 27th ultimo and in reply to submit for the information of the Right Honble the Governor General in Council a translation of the Petition presented by Radhapersaud Rai to this Court on the 13th of August last.—

Present
C Smith Esqr.
Offg. Chief Judge and
A Ross Esqr.
Offg. Judge

2. I am desired to add that no persian proceedings were held by the Court in consequence of the petition in question, save an order passed upon it on the 15th of August by the Officiating Chief Judge for its transfer from the Persian to the English department, nor was any explanation furnished by Mr. Tod on the points noticed in the Courts letter.

3. The Petition was read by the Officiating Chief Judge in the presence of the Pleader of Government who attended under an order addressed to him by the Superintendent of Legal Affairs directing

* Board of Revenue, Procgs. 2 Dec., 1825, No. 14

that he should be present when the Petition of the filing of which the Superintendent appears to have received information should be read that he might be able to make the Superintendent acquainted, with whatever order might be passed respecting it.

4. With the Petition were filed copies of three English letters which the Petitioner seemed to think in point viz. a letter from the Acting Superintendent of Police Lower Provinces to the Calcutta Court of Circuit dated the 31st May 1817, a letter from the Court of Circuit to the Register of the Court dated the 3d of June in the same year, and the Register's reply dated the 4th of the same Month and Year.

5. These Letters which relate to the propriety of a Magistrate's personal attendance before a Court of Circuit to assist in the conduct of a Prosecution did not to the Judges under whose authority the letter of the 20th of August was written appear to be at all pertinent to the case submitted by the Petitioner.—

6. In conclusion I am directed to submit it respectfully to His Lordship in Council's consideration that the case in which these papers have been called for by Government is still under trial and that, Government being a party concerned, it would have been more consonant to established usage and the existing Regulations had the copies required been applied for by Petition presented to this Court or the Court of Circuit by the Pleader of Government acting under instructions from the Superintendent and Remembrancer of Legal affairs.*

Enclo:

Petition of Radhapershad Rie filed August 13th in the Sudder Dewanny Adawlut.—

I was Acting Seristadar in the office of the Collector of Burdwan when in the Month of June 1824, Mr. John Digby Collector of the district found himself incapacitated by ill health from fully discharging the functions of his office and applied for leave of absence for a few weeks. During this period the treasurer taking advantage of the illness of the Collector and his absence from the station, disbursed on his own account certain sums of the Company's money consisting of cash and bank notes. Immediately on hearing of the appointment of Mr. J. Armstrong to act as Collector in the place of Mr. Digby according to the practice of many other treasurers who carry their own disbursements to the account of the Collector or some of the

* Judicial (Criminal), Procgs. 15 Dec., 1825, No. 17.

amlah he with his deputy accused me in the Criminal Court of having embezzled the above sums through their means Government on hearing of this fraud in the Collector's office, appointed Mr. E. Molony to enquire into the state of affairs and institute a criminal prosecution in the name of Government against the dismissed treasurer and the other persons whom he had implicated in his malpractices.—

Such was the state of affairs when Mr. Molony and Mr. Armstrong arrived at Burdwan on August 8th 1824 on August 12th only one day after Mr. Digby had delivered over charge of the office, they dismissed from their appointments all the amlah who had not joined in criminating me, without laying any crime to their charge but only on suspicion of their being connected with me and appointed in their place the former seristahdar who were all notoriously hostile to me. On perceiving this it was impossible for any one of the Amlah to speak a word in my behalf all the parts I have asserted are clearly proved by the Collector's Roobucarree dated August 12th and by the 9th 10th and 30th paragraphs of Mr. Molony's report dated august 16th.—

You will know how that Mr. Molony according to his instructions prosecuted the treasurer ane his deputy for embezzlement, and me on the suspicion of being connected with them. The Roobucarrees and the depositions of the witnesses will put you in full possession of his whole conduct both in the collectors office when he had full power over the Serishtadar and the whole establishment and also in the Foujdarry Court where he sat with the Magistrate and in opposition to Section 12 Regulation 2 of 1793 and 2 Regulation 2 of 1813 encouraged the Treasurer and his Deputy who confessed their crime and the Treasurer's father who was security for his son and who from consciousness of his son's guilt had paid the embezzled money, to implicate me, and effect my ruin.—

I pray you to reflect that it is Mr. Molony's duty as Superintendent of the Company's affairs to obtain as in other suits what he wants from the Court of Circuit and Sudder through the medium of the Vakeel of Government, but not that sitting in person with the Judge he should threaten the witnesses who give evidence contrary to his object. It must always be borne in mind that this whole line of conduct—the dismissal of the Amlah who seemed favorable to my case and the determination of Mr. Molony to ruin and disgrace me directly tended to terrify and deter all those who had any intention of doing me justice and to strengthen and confirm those who from hatred had conspired against me notwithstanding the inadmissibility of the evidence of the prosecutor and dismissed treasurer on account of their

direct contradiction, and also the disagreement of the proofs adduced by them, and although other facts which came to light did not tend to support their object, yet the magistrate committed me for trial before the Circuit Court. —

Twelve days after the commitment that is, on January 12th 1825 Mr. C. R. Martin arrived at the station on Circuit on the 31st the case came on and was tried in presence of Mr. Molony myself the other prisoners and the Vakeel of Government. Till February 5th the time was occupied in taking the evidence and examining the documents for the prosecution and the witnesses summoned by the Treasurer and his Deputy I then presented the imperfect materials of defence I had been able to collect in so short a time as had elapsed subsequently to my commitment, and stated that 5 out of 8 witnesses I had summoned to disprove the accusations against me would shortly arrive Mr. Martin however adjourned the trial to the next Sessions and proceeded to zillah Jungle mehals.—

On July 28th 1825 Mr. A. B. Tod arrived on Circuit at Burdwan and on august 1st my trial came on and the evidence adduced at the former Sessions was gone over Mr. Molony sat every day with the Judges and more even than formerly interfered in every transaction when the evidence of Ram Tunnoo Dutt witness for the prosecution was read Mr. Molony turned round to the Circuit Mooftee and said to him "Had I been aware that this witness would have given such evidence as this I would have had him also committed." Whilst taking the evidence and examining the proofs for the defence Mr. Molony constantly put irrelevant questions to the witnesses which only served to confuse their intellects and perplex their statements after taking the depositions of one witness and commencing that of another the Court adjourned and the unexamined witnesses for the defence with that person whose examination was not completed were delivered to the custody of the Fouzdarry Nazir. Four of them were confined in the Nazirs house and another who had a little property in Burdwan was put in charge of a peeadah nor were they freed from this ignominious treatment till the closing of the evidence whilst the witnesses for the prosecution and the Treasurer were all this time living happily and at ease under the fostering protection of Mr. Molony. You must clearly perceive what great impediments so marked and important a distinction in the treatment of the witnesses on either side must have thrown in my way. The fact is that some of my other witnesses, who are respectable men in the district on hearing of these circumstances secreted themselves so that I am greatly distressed by their

non-attendance subsequently on august 3d the case was adjourned till the 25th in order to obtain the attendance of 3 witnesses summoned at the former Sessions and 4 of those who had been named shortly before the present although the Judge, with the utmost regard to justice ordered the 4 witnesses now named to be immediately summoned, yet he rejected many of the documents that I now filed on the ground of their not having been presented on the former Sessions.—

I have indeed been greatly distressed by being kept all day standing in the Court in the custody of police officers without being allowed to open my mouth in my own defence unless by the prosecutor's permission whilst he himself as it were a Judge and supreme over the Mooftees and Circuit Court amlah, sat on the bench with the Judge sometimes speaking harshly to my witnesses and sometimes making suggestions to them to my prejudice, which I was debarred from answering to—such a course of proceeding is indeed the reverse of justice.

Now in reference to the possibility of the occurrence of circumstances similar to the present, the Court of Nizamut Adawlut have decided that the setting of persons of authority on trials on behalf of Government in quality of prosecutor is illegal-On June 4th 1817 they issued an order to that effect, a copy of which I have herewith the honor to enclose.

Now whereas Mr. Molony transgresses all bounds of moderation. I have no hope of justice except from the protection of the Court, I therefor humbly throw myself on your mercy and implore you to prohibit Mr. Molony from sitting with the Judge and to direct the prosecution to be conducted by the Vakeel of Government according to the established rules and regulations and to enjoin the Circuit Judge to receive the documents which I have filed in my defence.

(A true Translation)
(Signed) J. Thomason
Asst.

241. Government's reply to the above. (15 December, 1825).

Ordered that the Secretary write the following letter to the Register of the Nizamut Adawlut.

To the Register of the Nizamut Adawlut.

Sir,

I am directed to acknowledge the receipt of a letter from you under date the 11th ultimo, submitting the translation of a Petition presented to the Nizamut Adawlut by Radhapershaud Rae.

2. As Mr. Tod does not appear to have offered any explanation on the several points noticed in your letter of the 20th of august, forwarding to him a copy of that Petition, the Governor General in Council does not consider the subject to require any further observations.

3. With reference however to the concluding paragraph of your letter above acknowledged, I am directed to observe, that the Governor General in Council cannot recognize the necessity or propriety of applying by petition for copies of papers whereas on the present occasion, His Lordship in Council may judge it necessary to be informed of the orders of the Criminal Courts in matters not immediately affecting the issue of a trial in which Government may be the prosecutor.*

Order:

Ordered that a copy of the above letter to the Register of the Nizamut Adawlut, be sent for information to the Territorial Department, in reply to the reference from that Department of the 29th September last.

242. Board's letter to the Offg. Collector of Burdwan transmitting copy of a petition of Ramtunoo Dutt and asking to submit the required records. (20 December, 1825.)

Sir,

I am directed by the Board of Revenue to transmit to you the accompanying copy of a Petition received from Ramtunnoo Dutt and to desire that you will submit to the Board the several records mentioned in the concluding Paragraph of it.†

243. Reply of the Offg. Collector of Burdwan to the above. (3 January, 1826.)

Sir,

In reply to your letter under date 20th December with its enclosed Petition of Ramtunnoo Dutt I beg to forward herewith the original records specified in the last paragraph of the aforesaid petition you will be pleased to return these records to this Office.‡

* Judicial (Criminal), Procgs. 15 Dec., 1825, No. 18.

† Records of the Burdwan Collectorate, Vol. 133, p. 290.

‡ Board of Revenue, Procgs. 31 Jan., 1826, No. 31.

244. Board's reply to the above. (31 January, 1826).

Sir,

I am directed by the Board of Revenue to acknowledge the receipt of your letter of the 3d Instant forwarding Original records in the case of Ramtunnoo Dutt Petitioner which are herewith returned and to transmit to you for your information and guidance a copy of the Boards proceeding dated 13th Instant.*

245. Board's letter in reply to that of the Offg. Collector of Burdwan re: the appointment of a certain officer to the Burdwan Collectorship. (31 January, 1826).

Sir,

I am directed by the Board of Revenue to acknowledge the receipt of your letter of the 4th instant and to inform you that your nomination of Gunganarain Ghose to the situation of sherishtadar is confirmed on the presumption that he is wholly unconnected with the Rajah and the other zemindars in the District and in the confidence that you will immediately inform the Board if this inference is not warranted.

2d. The Board are concerned to notice in the remarks contained in your present letter and in some of your former letters respecting the establishment of your office a spirit of opinionativeness not becoming your situation still less actual experience in the service.

3d. You place a person at the head of your native Establishment at the same time reporting to the Board that he is not able to write the Bengallee language and when the Board observe that they consider the power of reading and writing that language with fluency and needful qualification for such a situation you beg with all due deference to the Board's opinion to deem him sufficiently qualified for the efficient discharge of the duty notwithstanding his limited knowledge of Bengallee. It would have been more becoming to doubt whether you yourself had sufficiently considered the duties of a sherishtadar in all their bearings nor can the Board easily account for your opinion of

* Board of Revenue, Procgs. 31 Jan., 1826, No. 32.

Ramlochun Dutt differing so widely as it appears to do from that entertained of him by Mr. Fortescue Mr. Reed and other more experienced Public Officers.*

246. Letter from the Registrar, Nizamut Adawlut, to Government transmitting copy of a report of Jail Delivery for Zillah Burdwan. With enclos. (3 March, 1826).

Sir,

I am desired by the Court of Nizamut Adawlut to forward to you the accompanying copy of a Letter from the 3d. Judge of the Calcutta Court of Circuit dated the 27th Ultimo, reporting the Termination of the Jail Delivery of Zillah Burdwan for the Second Sessions of 1825, together with copies of its English Enclosures, and to request you will lay the same before the Right Honorable the Governor General in Council.†

Present
W. Leycester Esqre
Chief Judge.
C. Smith Esqr.
C. T. Sealy Esqr.
Wm. Dorin Esqr.
Puisne Judges.

Enclos:

(Copy)

To W. H. Macnaghten Esqr.
Register to the Nizamut Adawlut
Fort William.

Sir,

I have the honor to acquaint you for the information of the Nizamut Adawlut that I have this day concluded the Jail Delivery of this station for the second Half yearly Sessions of the past year.

The usual statements and copies of the Futwas deliverd in the cases of the Prisoners punished and acquitted, are herewith transmitted.

Zillah Burdwan
The 27th of February,
1826.

I am Sir &ca.
(Signed) R. Walpole
3d. Judge.

* Board of Revenue, Procgs. 31 Jan., 1826, No. 35.

† Judicial (Criminal), Procgs. 27 March, 1826, No. 9.

Form No. 3

Calendar of a Trial postponed at former Sessions for the Zillah Burdwan viz. antecedent to the Second Sessions for 1825.

1	2	3	4	5	6	7	8	9
No. of Trial.	Names of Prisoners	Charge.	At what Sessions Trial commenced and postponed	Dates of the Orders of the Court of Circuit directing further enquiry.	Names of the Witnesses summoned on further Trial and in attendance.	Names of the Witnesses summoned & not in attendance with the reasons assigned by the Magistrate for their non-attendance.	Whether decided at the Sessions just commenced.	If again postponed the cause of further postponement.
10	23 Sheebnarain Rai late Treasurer of the Burdwan Collectorship	Being accessary to and conniving at the fraudulent embezzlement of the sum of Sa. Rs. 136,600-8-8 of the public money from the Collector's Treasury	2d Sessions of 1824 1st Sessions of 1825	5th Feby. 1825 & 5th Septr. 1825	Hoory Beharee Roy Gopeemohun Chatterjee Gunganarain Banerjee Sadhchurn Day	Petumber Chatterjee Bhungwanchund Ghose Sumbhoochund Mullick Gooroodoss Mookerjee Radamohun Sircar Ramlochun Bose	Decided and referred to the Nizamut Adawlut on the 15th of February 1825.	
	24 Radhapershad Rai late 2d Sheristadar of Ditto	Fraudulently embezzling the above sum from the Collector's Treasury						
	25 Ramdhun Chatterjee, late Naib Treasurer of Ditto	Being an active accessary and accomplice in the embezzlement in question.						
	26 Ramchund Gangoolee late Record Keeper of Ditto	Being an accessary and accomplice in the late Embezzlement.						

Zillah Burdwan, 27th February 1825. (Signed) R. Walpole, 3d Judge.

Form No. 5

Abstract Statement of Prisoners acquitted by the 3d Judge of the Court of Circuit for the Division of Calcutta at the Jail Delivery of Zillah Burdwan for the 2d Sessions of 1825.

1	2	3	4	5	6	7	8	9	10
No. of Prisoners	Names	Sex	Age	Religion or Caste	Profession	Crime charged and when alledged to have been committed	Acquitted for want of proof of guilt, or on clear proof of Innocence	Sentence of the Court of Circuit when passed	Explanation and Remarks
26	Ramchund Gangoolee	Male	25	Hindoo Bramin	Service	Being an accessary & accomplice in the Embezzlement of the sum of Sa. Rs. 136,600. 8. 8. of the public money from the Collectors Treasury 26th July 1824 or 12 Sraubun 1231 B. S.	Want of proof of guilt	The 15th Feby. 1826	This person was included in the same commitment with Sheebnarain and others whose case has been referred to the Superior Court.

Calcutta Court of Circuit,
Zillah Burdwan
27th February 1826.

(Signed) R. Walpole
Judge

247. Mr. Molony's letter to the Collector of Burdwan (D. Scott Junior) re: the cases of Govindpersaud Roy and another. (3 April, 1827.)

Sir,

Allow me to call your attention to the decree passed in the Zillah Court of Burdwan against Govindpersaud Roy the late Abkaree Darogah.

2. I have made one or two attempts to have the Decree carried into effect, in order to realize the amount for Government but Govindpersad having appealed, execution of it has been refused.

3. I now forward a copy of the decree and an Arzee addressed to me by the Government Pleader at Burdwan from which you will observe that Govindpersad Roy has not yet furnished security to abide the eventual judgment in appeal, and of course he will endeavour to throw every obstacle in the way of the case proceeding in order to delay as long as possible the payment of what is due from him.

4. Three months have elapsed since a reference was made by the Judge to the Hooghly Court to ascertain the sufficiency of the securities tendered by the appellant, no answer has been yet received and none will be received unless the matter is pressed forward. I beg therefore to suggest that you send for the Vakeel and direct him to press the Court to repeat the call on the Judge of Hooghly and if the security tendered proves insufficient to execute the decree.

5. Another action of a similar kind filed against Government by the late Stamp Darogah has been a long time depending in the Burdwan Court ; why it has not long ago been decided I cannot imagine, the case is a very plain one, and the Vakeel should be directed to press it to decision as early as possible.*

248. Mr. Molony's further letter to the Collector of Burdwan re: the above matter. (5 May, 1828.)

Sir,

May I beg to call your attention to a letter which I had the honor to address to you on the 3rd April 1827, on the subject of the decree passed in the Zillah Court of Burdwan in favour of Government against Govindpersaud Roy who held the office of Abkaree Tuhseeldar under Mr. Digby and to be informed whether in pursuance of the suggestions offered in the 5th and 6th Paragraphs of that letter any measures were adopted in the above case, and in the case of the late Stamp Darogah which then remained undecided.†

* Records of the Burdwan Collectorate, Vol. 147.

† Records of the Burdwan Collectorate, Vol. 155, p. 4.

249. Radhapersaud Roy's letter submitting a petition to Government. (23 July, 1828).

Sir,

I request the favor of your laying before the Right Honble the Governor General in Council the accompanying Petition together with the documents therein mentioned and have the honor to be.*

Enclo:

To The Right Honorable
Lord William Cavendish Bentinck
Governor General in Council &ca. &ca.
Fort William.

Sheweth,

That your Petitioner, a Brahmin by birth, and for some years Officiating Sheristadar of the Collectorship of Burdwan, was at the instance of Mr. Molony Remembrancer of Law, put on his trial on a charge of having been concerned in an embezzlement of the Public Money from the Treasury of that Collectorship, but was fully acquitted by the Judges of the Sudder Nizamut Adawlut after an enquiry almost unprecedented in rigor and prosecuted in a manner peculiarly disadvantageous with the Defendant your Petitioner.

Notwithstanding the oppressive course which your Petitioner can, he hopes, satisfactorily shew to your Lordship, was pursued against him on this occasion your Petitioner refrained from making any representation on the subject to Government so long as the investigation was conducted before the regular and established tribunals of Justice, though in some instances he was obliged to appeal against the unfair conduct of the Prosecutor, nor would your Petitioner now have thought it becoming to trouble your Lordship, with this address, had not other individuals equally innocent with himself been involved in his misfortune and had not the rancorous enmity which has been subsequently evinced by the Gentleman towards your Petitioner forbidden them from cherishing any hope of redress at his hands. For not content with pushing the trial through every possible stage Mr. Molony has endeavoured to nullify the acquittal pronounced by the Judges, in recommending to your Lordships Government that a Decree passed by the highest Judical Tribunal in India (vide the Appen-

* *Judicial (Criminal), Procgs. 31 July, 1828, No 28.*

dix No. 1) should be reversed that your Petitioner though found Innocent by them, should by your Lordship be treated as guilty and incapable of ever holding any employment in the Public Service.

Your Petitioner is however principally actuated by another motive in which he is confident of meeting with your Lordships condescending approbation and sympathy. He humbly hopes that by bringing his case fully before your Lordship, measures may suggest themselves by which the hardship that others who may fall into similar circumstances with those in which your Petitioner was involved, are exposed to, from the present mode of conducting such prosecutions may in future be provided against and that the prejudice, prepossession and pride of a Public prosecutor may not again be admitted to array themselves against the accused either in condemnation and punishment before Trial, exertion of undue influence in its progress or further prosecution after innocence has been judicially established.

The grievances of which your Petitioner has to complain are principally the following. That though deputed merely to investigate the embezzlement at Burdwan Mr. Molony commenced the enquiry by prejudging the guilt not merely of your Petitioner but of others who either were or whom he thought proper to allege were connected with him either as Relations or friends. 2dly. That not content with the exertion of his utmost influence to procure the condemnation of your Petitioner in Court Mr. Molony has misrepresented evidence and many circumstances in his public reports and thus given a false coloring to the grounds on which he thought proper to recommend the prosecution of your Petitioner, which could not fail to prejudice the Public Authorities into the adoption of the validity of the charges on which your Petitioner was prosecuted and 3dly. That thus prejudging, he adopted a system of intimidation of the most Tyrannical description which left your Petitioner utterly destitute of support and exposed him to the triumphant and unchecked malice of his false accusers, whose statements in general were on the other hand received with confidence on no other grounds apparently than that they went against your Petitioner.

In support of the first complaint (your Petitioner has only to refer your Lordship in Council to Mr. Molonys own report of the 16th August 1824, regarding his proceedings and those of the Acting Collector on the 12th of that month (Vide Appendix No. 2). It will

be there seen that in concert with the new Acting Collector the very day after his receiving charge, Mr. Molony without any proceeding in the nature of Regular investigation, thought proper to disgrace and punish by dismissal several Officers of the Collectorship without a single charge of any kind being even preferred against them. The Head Serishtadar Koonjeebeharry Roy was, he alleged, understood to be "An old dependent of Roy's the father of Radhapurusaud" Your Petitioner, and seemed to Mr. Molony ignorant of his duty; such are the reasons stated for his suspension and subsequent dismissal: yet the information was totally false and the Charge of incapacity utterly unfounded as was afterwards fully shown by the late Collector Mr. Digby in his reply of the 22d September 1824, (Vide Appendix No. 3) who on the other hand proves that this man a Public Servant of 20 years standing possessed Testimonials of high character from Gentlemen in the Civil Service whose opinions were certainly worthy of being weighed against Mr. Molony's experiences of one day. The letters of Mr. C. T. Sealy and Mr. John Miller in the Appendix No. 4 will convince your Lordship in Council of the Justice of this assertion. Besides if his efficiency for conducting the duties of his situation had been really a matter of question, the regular course which ought to have been followed, was to have sent him into Calcutta for the examination and orders of the Board of Revenue. Accidental similarity of name appears to have been the real cause of Koonjubeharry's misfortune, though he was not even of the same caste as your Petitioner, and though it was untrue that he had ever been dependant of your Petitioner's father, the declaration that such a circumstance was a ground for the dismissal of a Public Servant will testify to your Lordship in Council, as it did most prejudicially for your Petitioner to the Inhabitants of Burdwan, the spirit in which the investigation (if such proceedings deserve not rather the name of persecution) was commenced.

Next to Koonjubeharry Roy came Lallah Muddun Gopaul a native of Allahabad who had spent the greater portion of his life in Public employment under Mr. Dean and other Gentlemen of the Civil Service with a deservedly high reputation for ability and strict integrity. He had been promoted under the late Collector from the situation of head Moonshee on the Pulbundy Department to that of Acting Sheristadar in the room of your Petitioner as after your Petitioner had first been charged with embezzlement by the Treasurer before the Magistrate he being required to be in Daily attendance at the Judicial Court

could no longer attend the duties of his Office and consequently was necessitated to resign his situation. This Muddun Gopaul was alleged in the report and the proceedings (in the Appendix No. 2) to be "a dependant of his" your Petitioners and for no other avowed reason than that he was represented as a friend of your Petitioner, and this worthy person not merely deprived of his promotion and of his former situation but also exposed to disgrace by sentence of dismissal Publicly pronounced on the same day the 12th. August in open Cutcherry. Had your Petitioner been not merely charged with peculation but found guilty of Treasonable attempts against the Government of the Country, he presumes to think that the Punishment without Trial or even prosecution of those who were merely alleged to be his friends, would be pronounced a most rigorous and even Tyrannical Measure.

Still more severe and violent measures were adopted against those who were represented to Mr. Molony as relations to your Petitioner. Ramchunder Gungoly a distant relation of your Petitioner by marriage whom Mr. Molony describes to be "his near relation" was on the 12th. August, the very same day formerly mentioned, suspended and handed over to the Magistrate, without any specific charge. The reason assigned for the proceeding against this Individual who was one of the keepers of native Records, was that a perusal of Papers in English &ca excited a suspicion of his participation in the embezzlement (Vide appendix No. 2) He was superseded by another person before the result of his Trial was known, and notwithstanding his acquittal by the Judicial Tribunal, his restoration to the situation has thus been prevented. Next to Ramchunder Gungoly was Govindpersaud Roy Acting Darogha of Abkaree the only relation of your Petitioner's that held any place in that Collectorship. He was punished by immediate dismissal and delivered over to the Magistrate as a criminal on the charge of embezzlement of the Revenue of Government due. Although he was consequently involved in much trouble and disgrace, yet the only consolation which he received was an honorable acquittal by the Judicial Court.

Your Petitioner was thus, in the first instance, virtually condemned without any regular enquiry and treated as a person with whom it was criminal and punishable to be reported to have been connected or even acquainted, though your Petitioner was then in daily attendance at the Criminal Court to defend himself against the charge of Embezzlement brought by the Treasurer and consequently was to be regarded as Innocent both in the sight of Law and Common Justice until he should be proved Guilty. At Burdwan such was the immediate

and as your Lordship must at once perceive the necessary effect of those measures, that native Officers and the people in general were afraid to be seen in company with your Petitioner as if intercourse with him would be regarded as Treason against the state and would consequently subject them to Criminal Prosecution or occasion at least the loss of their situations and reputation. Hence every one ceased to visit him or even to notice him while in his attendance at the Court and thereby the Treasurer and his friends were greatly encouraged to persevere in their false charges and to intimidate persons who might otherwise have stood by your Petitioner and boldly contradicted what his enemies advanced or insinuated against him.

That in support of the second complaint that Mr. Molony has misrepresented evidence and misstated many circumstances in his public reports and thus a false coloring to the grounds on which he thought proper to recommend the prosecution of your Petitioner which could not fail to prejudice the Public authorities into a persuasion of the validity of the charges on which your Petitioner was prosecuted your petitionor entreats your Lordship's attention to the following facts : That before he had time to make any regular investigation into the merits of the question of embezzlement Mr. Molony sent to Government a report of the case full of hasty conjectures dated the 16th August (four days after the charge of the Office had been delivered) representing your Petitioner as a public peculator and making the same unfavorable impression in every quarter by private and public means. That Gentleman having thus prejudged the case, his subsequent investigations were anxiously directed elicit evidence that might have a tendency to confirm his report and display his penetration. Petitioner begs leave to point out in the first place some of Mr. Molony's misrepresentations in the reports of the 16th August and 10th September 1824 for the consideration of your Lordship in Council. In stating "the substance of the Petition which was presented to Mr. Hutchinson (the Magistrate) by Sheonarain the Treasurer" Mr. Molony not being content with the language of the Petition though extremely prejudicial to your Petitioner's character, makes two additions to which no allusion whatever was made in that petition apparently, with a view to give weight to the general charge advanced in it by subsequent representations. The first of the additions alluded to is that "at last 2 Lacs were ordered to be remitted to Morshedabad but only ½ lac was forthcoming, Radhaprusad and his relatives Ramchunder Gungoly and Govindprusad Roy consulted and made every effort to get money from zumindar's

Mookhtars and on the 4th or 5th Srawun the halves of Bank notes for 26,500 were pawned and 14000 raised thereon and that remittance was got off". (Vide Mr. Molony's report of the 16th. August Para 3d) To substantiate this addition of his so decidedly criminating the character of your Petitioner Mr. Molony stated in a positive manner (Para 5) that "direct evidence as to the halves of notes for 26,500 Rs. having been pawned through the Agency of Radhaprusad" had been laid before the Magistrate and this endeavoured to establish at once the guilt of your Petitioner in the Conviction of Government. Your Petitioner now embraces this opportunity of laying before your Lordship in Council an authenticated copy of the Petition presented to the Magistrate by the Treasurer in the Appendix No. 5 and also of the evidence of the Gomashta of the Banker (No. 6) to whom the halves of the notes were pawned exculpating your Petitioner and his relations, assured that these Documents, when compared with Mr. Molony's Statements above referred to, will testify to your Lordship in Council the validity of this assertion of your Petitioner. Mr. Molony did not stop here he again related the circumstance in his report of the 10th of September 1824 (Para 26) in the most unequivocal manner as if he had been himself an eye witness of the alleged transaction "it was" he says, "at this juncture that Radhapursad Roy took and pawned the halves of Bank notes of which the other halves had been remitted to the General Treasury on the 30th. June and raised the sum of 14,000 Rs. upon them. This is in evidence strongly, the Poddar to whom they were pawned having deposed to the fact". Now your Petitioner beseeches your Lordship's attention to the evidence given by the Poddar himself (appendix No. 7) exonerating your Petitioner from the charge. An authenticated copy of the evidence and its original translation by Mr. Blacquire were, as called for, forwarding to the late Collector and are still among the Records of Government, as is acknowledged in Mr. Digby's reply to the Board (Para 32) dated the 9th October 1824.

Mr. Molony secondly adds another circumstance (Para 3) as if it had been a part of the Petition presented to the Magistrate by the Treasurer that "in answer to a demand of 50,000 Rs. sent from the Commercial Resident at Hurripal, Radhaprusad Roy made Mr. Digby write and say "he had no money in deposit". And to corroborate this allegation that Gentleman not only repeated again the same circumstance in the report of the 16th but in the subsequent report dated the 10th September thus dwells on the subject "Mr. Digby this time was extremely ill and none of the Draughts of the Letters

(written to the Commercial Residents) are in his hands Writing: They were drawn up by the Head Writer Petamber Chuttooja evidently in concert with Radhaprusad". Here Mr. Molony take upon himself to declare positively that they were written by the head writer "evidently in concert with your Petitioner" without even attempting to assign the least ground for coming to such certain conclusion, while on the contrary, this head writer's declaration before the Magistrate in presence of Mr. Molony exculpates your Petitioner from having any concern in Drafting or despatching these letters. Besides Mr. Digby's reply dated the 9th October 1824 (Para 25) gives a full explanation of the Draughts attended to.

As to the statement of Mr Molony that "every important post in the Office was filled by some one connected with the family of Radhapursad" your Petitioner humbly begs to refer your Lordship to Paragraphs from 16 to 30 of the reply of Mr. Digbys dated the 22d. September 1824 as proving this charge to have been found in mere prejudice or rashly adopted misinformation. There are several other mis-representations made by that Gentleman though not so widely different from truth, yet tending to prejudice the Public authorities against your Petitioner, such as reporting the Treasurer to be "a youth of 18 or 19 years of age" which the Treasurer himself did not think it necessary to assume an age below 22; and describing Ramchunder Gungoly, a distant connection of your Petitioner by marriage, to be a near relation &ca. But your Petitioner feels reluctance in claiming any longer your Lordships attention on the present occasion, as the instances which your Petitioner has already brought to the notice of Government, suffice, he presumes, to verify his second complaint.

Your Petitioner however begs to be permitted to point out one gross inconsistency or rather self-contradiction found in the statements of Mr. Molony, entreating your Lordships observation of the spirit it evinces. While in defiance of the highest Judicial Authority Mr. Molony holds your Petitioner in his final report to Government as the principal delinquent, that Gentleman on the other hand declared (15th February 1826) after the conclusion of the trial that your Petitioner equally with the other Defendants was, he thought, only guilty of privity concerning the embezzlement and consequently equally with the others liable to punishment. So much was that Gentleman led away by his prejudice against your Petitioner that though possessed of a strong memory he entirely overlooked what he, as the Remembrancer of Law has recorded in the Judicial

Proceedings held at no very distant period viz. in the 2d sessions of 1826. (Vide Appendix No. 8).

In support of the third complaint that Mr. Molony adopted a system of intimidation of the most Tyrannical description which left your Petitioner utterly destitute of support and exposed him to the triumphant and unchecked mare of his false accusers whose statements in general were, on the other hand, received with confidence, your Petitioner lays before your Lordship in Council an extract from a Durkhast (Appendix No. 9) which he was necessitated for his own safety to present to the Sudder Nizamut Adawlut, giving a specimen of the hostility manifested by Mr. Molony towards your Petitioner in conducting the prosecution. This petition was delivered into the Court of Sudder Nizamut on the 13th. of August 1825, and was read and recorded on the 15th. Mr. Molony by applying to that Court thro the Government Pleader, procured a copy of the Petition on the following day (16); but the facts set forth in the Petition that Gentleman has not, to the best of your Petitioner's knowledge, ever offered to impugn; and an order accompanied with a copy of the same Petition was on the 20th of that month issued to the Judge at Burdwan then on his circuit and that Gentleman (Mr. A. B. Tod) from his strict regard for truth, as your Petitioner has been informed, made no attempt to contradict even the least item therein mentioned. The extract alluded to is as follows.—

"Lately, on the 28th of July 1825 his honor Mr. Alexander Brewer "Todd the second Judge of the Court of Circuit having arrived at the "zillah of Burdwan, and having brought on the cause on the first day "of August made an order for the reading of the depositions of the "witnesses who appeared at the preceding session. His honor Mr. "Molony, having from that day, occupied a seat in the Court of Circuit, "has commenced in a greater degree than formerly, to interfere in "every point. When the deposition of Ramtunnoo Dutt a witness for "the prosecution was under perusal, his honor Mr. Molony, addressing "himself to the Mooftee of the Court of Circuit, said "had I been aware "that this witness would have given such evidence as this, I would have "included him also among the Defendants." After this day, during "the examination of the witnesses for the Defence, and production of "some Documents; his honor Mr. Molony was not deficient in putting "irrelevant questions to them which could only be considered as tend- "ing to perplex their minds and to produce contradictions in their "testimony—and after the examination of one witness had been con-

"cluded and the deposition of another had been commenced with "the Court rose, and the other witnesses whose examination had not "commenced, together with the witness whose depositions had not "concluded on that day, were taken into the Custody of the Fouzdarry "Nazir, i.e. four among them, were confined in the lock-up-place of the "Nazir at his quarters, and one of them, who had a small zemendarry "within the zillah of Burdwan remained in Custody of Peons—And "not one among these, obtained his emancipation from this disgrace "till his examination was concluded—but the witnesses for the Pro- "secution, for the Khazanchee and for others, by the shadow of the "Protection afforded them by his honor Mr. Molony, notwithstanding "evident contradictions among themselves, remained in the Cradle "of tranquility and honor in every respect."

"Protector of the Poor, it cannot be hid from your Judicial pene- "tration, that from such indignities to the witnesses called by your "Petitioner and from the manifest difference of treatment of the "witnesses of the Prosecutor and the Witnesses of the Defendant what "powerful dread must have seized the remaining witnesses of your "Petitioner—because, some of them, who are respectable persons of "this District, have, upon intimation of this tiding, secreted themselves "in such a manner, that your Petitioner has been unable, up to this, to "produce them. Ultimately, on the 3d day of the month of August, for "the production of three Witnesses named at the preceding Sessions, "and four others, for the issuing of subpoenas against whom I had "petitioned prior to the present sessions, this cause remained Postpon- "ed to the 25th day of the month.—Although from a sense of Justice, "the Judge of the Court of Circuit made an order for the production "of the four several Witnesses recently named, yet, having returned "back most of the Documents that your Petitioner had adduced, he "was pleased to say with his lips (which are interpreters of munifi- "cence) why were not these papers put in at the former "Session."—

"Dispenser of Justice, how lamentable is the condition of the "Defendant, who standing the whole day in a public Court among a "crowd of Peons, should not possess the daring to utter a word, "without the permission of the Prosecutor (being one of the autho- "rities of the time, and a companion of the Judge, and being received "in the light of Master, by the Mooftee and the other Officers of the "Court of Circuit, and seating himself in the bench, side by side with the "Judge) should sometimes use threatening expressions to the Witnesses "of the Defendant and at other times expressions of slight to the "Defendant himself, without fearing any retaliation."

As these circumstances speak for themselves and sufficiently indicate the nature of the disadvantages and difficulties your Petitioner experienced throughout the Trial, he refrains from any further intrusion upon your Lordships time with their details.

While he was thus adopting every possible Hostile measure in conducting the prosecution against your Petitioner, Mr. Molony, from an entire reliance on the bare statement of the Treasurer worded his report of the 10th. September (Para: 29) in a manner so favorable to the cause of the Treasurer as to leave no room for Government to suspect even his knowledge of the embezzlement, declaring at the same time positively as if he had been confidently informed of the fact by your Petitioner, that he being frightened at the idea of a new Gentleman being deputed to take charge of that Collectorship, endeavoured, in concert with the Deputy Treasurer to make up the deficiency and at last attempted to persuade the Treasurer to abscond when he (your Petitioner) found himself unable to replace the whole of the sum embezzled. Although the whole proceedings of the case held at three successive Circuits and especially the letters written by the father of the Treasurer and by the Deputy Treasurer himself (now among the Judicial Records) exculpate your Petitioner from this charge, yet your Petitioner humbly begs to be permitted to quote a clause from a letter dated the 9th October 1824 written by Mr. Digby the late Collector, who not only expressed there what that Gentleman knew personally of the circumstance but being thoroughly convinced of the falsity of his charge offered to make Affidavit to the fact before Judicial Authority previous to his departure for the Cape. The sentence above referred to is as follows.—"In the 29th Paragraph he (Mr. Molony) "affirms positively with hinting at all on what sort of foundation "the statement rests as if from his own personal knowledge that "Radhaprusad Roy knew of the embezzlement before my leave "of absence, and was anxiously laboring to raise the money deficient in preparation for giving over the Treasury to the Gentleman "who should be deputed to act, and that the failure of these "attempts to raise the money before the time fixed for my "departure, caused the detection of the defalcation. I cannot help "observing that the above view of the matter is quite inconsistent "with my own personal knowledge of Radhaprusads conduct.—For "if my removal had been calculated to involve him in such serious "difficulty and distress, he must have been anxious by every means "of persuasion, he would think of, to try to have it deferred a little

"longer, which was perfectly in my option, as the order of the Board "permitted me to write to Mr. Armstrong to relieve me when it "should suit my own convenience.—But Radhaprusad Roy instead "of discovering any solicitude whatever for delay, expressed satis-"faction when he had heard that I was about to apply to Govern-"ment for leave of absence, and when subsequently as abovemen-"tioned it was at my option to leave the station, he expressed a hope "that for the sake of my Health, I would not delay taking advant-"age of the change of air and suggested to me to write immedia-"tely for Mr. Armstrong to relieve me.—If Radhaprusad had been "guilty and possessed great influence over me as represented in "these two reports, he would surely have tried to exert some part "of this influence on such an emergency to ward off by a little delay "the imminent danger that was impending over him as represented."

Your Petitioner has thus with much reluctance animadverted on such parts of Mr. Molony's public conduct only as can be satisfactorily proved from a reference to Official Papers and Public Records he trusts will serve to testify to your Lordship in what an unprecedented and unwarrantable manner the prosecution was begun and carried on throughout by that Gentleman. Mr. Molony having failed to bring utter ruin upon your Petitioner by a Judicial Trial, or even to detect in person or through his numerous and active native Agents any fault in your Petitioner in the discharge of the duties attached to his own Department as Serishtadar, although Mr. Digby challenged him to do so in reply (Para 9) under date the 9th October 1824, yet in violation of every principle of Justice he recommends Government virtually to disgrace your Petitioner as if he had been a real peculator of the Government funds and throws out insinuations on the Judgement of three most honorable and able Judges of the Sudder Nizamut Adawlut (Messrs. W. Leycester, C. Smith and C. T. Sealy) who unanimously pronounced the acquittal of your Petitioner (representing their decision such as no one) except these Judges who has read the Proceedings and Letters connected with the case could pass. Your Petitioner in consideration of these circumstances deems it proper to lay before your Lordship in Council an authenticated copy and translation of the Futwa (Appendix No. 10) given by the Law Officers of the Sudder Nizamut and confirmed by the Judges of that Court briefly summoning up the whole evidence of the case in question, by perusal of which your Lordship will, he trust, fully ascertain whether the reflection cast by Mr. Molony on the decision of the Judges of the Nizamut Adawlut be justifiable or whether they

proceed from the same spirit in which the prosecution against your Petitioner was begun and afterwards conducted by that Gentleman. It is true as Mr. Molony stated that before this Criminal case came to the hearing of those Judges, two years had passed from the time of its commencement and proceedings had been previously held and evidences taken in their absence. In like manner almost a period of two years had elapsed before it was tried by Mr. Walpole and the Law Officers of the Court of Circuit and nearly all evidences and papers had been taken in the two preceding Sessions ; but your Petitioner presumes that no length of time nor the circumstances of evidences and Documents having been taken in inferior Courts could change the facts and merits of the case or render counterfeit Documents actually produced that had been faithfully recorded and strictly preserved. Such is the nature of Mr. Molony's excuses for his failure in this prosecution, which, if admitted to be well founded, would have the effect of destroying the utility of all Courts of Appeal and your Petitioner therefore leaves it with confidence to your Lordship in Council to form a just estimate of their insufficiency.

Your Petitioner further respectfully but earnestly begs leave to solicit the attention of your Lordship in Council to the personal sufferings which Mr. Molony's proceedings entailed upon your Petitioner and those most dear to him. Your Petitioner was for a period of two years, contrary to the whole tenour of his past life, exposed to perpetual insult and endured the most tormenting anxiety of mind under cruel and unjust accusations. To have been made the object and almost the victim of such relentless prosecution at his very entrance on Public life, your Lordship in Council must be aware will have the worst possible effect upon his future usefulness to myself and his friends. The health of his venerated father whose name was on so many occasions so unnecessarily and so invidiously introduced into the proceedings by Mr. Molony has been seriously affected by the disgrace which appeared to threaten his family in the person of your Petitioner, his constitution has not, even now, recovered from the shock which it then received, a fact which will be proved by the Certificate of Mr. Alexander Halliday, M. D. his medical attendant (Vide Appendix No. 11) and as a melancholy addition to your Petitioner's misfortunes he has no doubt that the illness which terminated in the death of his beloved mother was produced and perpetuated by the same cause, in proof of which the Affidavit of her medical attendant is annexed (No. 12). That your Petitioner has thus been made the means, through the calumnious and unjust

proceedings of others of entailing such calamities upon his nearest and dearest relations will always be a source of bitter reflection to him, but he does not refer to these distressing facts for the purpose of exciting a short lived feeling of pity, but to show how deeply and extensively perversion of the course of Justice affects the happiness both of individuals and families.

In conclusion your Petitioner does not, on legal grounds, ask for any reparation of the private injuries he has suffered but he begs leave respectfully to submit to your Lordship in Council the propriety of adopting such measures as will lessen, if not destroy, such private and Official influence as was exercised in his case by the Prosecutor on behalf of Government, and influence which tends to overawe the timid, to create and nourish discontent, and to bring to recollection the arbitrary usages of the former Government and the uncontrolled privileges enjoyed by its Agents. Your Petitioner does not presume to suggest the measure which may be deemed adequate to this object, but he trusts the preceding detail clearly prove the necessity of them and he confides for their adoption in the Public pledges which the British Nation and the British Government have given that they desire to see pure and impartial Justice administered to the Natives of India.

And your Petitioner as in duty bound will ever pray.*

250. Government's reply to the above petition of Radhapersaud Roy. (31 July, 1828.)

Ordered that the Secretary write the following letter to Baboo Radhaprusad Roy.

To Baboo Radhaprusad Roy.

Having laid your letter dated the 23d. Instant with the Petition and Documents which accompanied it before the Right Honble the Governor General in Council, I am directed to return the letter, and to acquaint you that the Petition is not considered to require any particular orders from Government.†

Council Chamber
The 31st July 1828

I am &ca
(Signed) H. Shakespear
Secy. to Govt.

* Judicial (Criminal), Procgs. 31 July, 1828, No. 29
† Judicial (Criminal), Procgs. 31 July, 1828, No. 30

251. Letter from the Deputy Superintendent & Remembrancer of Legal Affairs (Mr. J. Hawkins) to the Collector of Burdwan transmitting copy of a reply proposed to be filed by Government in Govindpersaud Roy's case. (18 April, 1829.)

Govindpersaud Roy———Appt.

-vs-

Collector of Burdwan———Respt.

Sir,

I have the honor to send for your perusal a copy of the reply I propose to file to the "Mojebat" of the Appellant in the above case should you approve of it; in which case I shall be obliged by your returning it as soon as conveniently practicable with a stamp of 4 Rupees to be furnished to the Government Pleader A copy of the Mojebat has I believe been sent by the Pleader to you.*

252. Mr. Hawkins' letter in reply to that of the Collector of Burdwan re: Govindpersaud Roy's case. (29 April, 1829.)

Govindpersaud Roy———Appt.

-vs-

Collector of Burdwan———Respt.

Sir,

I have the honor to acknowledge the receipt of your letter of the 24th Instant and its enclosures.

2. For the reasons mentioned in the 2d paragraph of your letter under acknowledgement I have adopted the line of defence proposed by you as being best calculated to meet the case; a copy of your answer has accordingly been sent with the necessary instructions to the Government Pleader of the Calcutta Provincial Court.

3. I beg to return the original draft transmitted by you.†

253. Radhapersaud Roy's further letter to Government informing of his desire to publish the documents etc. connected with his case. With Government's remark. (28 May, 1829.)

Sir,

I have to acknowledge the receipt of your letter of the 31st July 1828 by which I regret to perceive that the Right Honorable the Governor General in Council does not deem it necessary to take any

* Records of the Burdwan Collectorate, Vol. 157

† Records of the Burdwan Collectorate, Vol. 157

measures with reference to the prayer of my petition dated the 23d July 1828 in which were pointed out certain practical abuses on the part of a public officer of Government that brought on me individually the greatest hardship and misfortune.

I now beg you will be pleased to inform Government that in addition to the injuries which my enemies have done me, they are still, I understand, promulgating reports severely prejudicial to my character; I am therefore induced from a motive of self defence against the poisonous whispers of my enemies, to publish the documents connected with the proceedings in my case with the petition which I had the honor to address to the Right Honorable the Governor General in Council and your reply thereto that both the British and Indian Publick may have an opportunity of judging of the merit of the case and pronouncing their impartial opinion on the subject.*

Remark: The Governor General in Council observes that the foregoing letter require no orders.

* Judicial (Criminal), Procgs. 29 May, 1829, No. 70

APPENDIXES

APPENDIX I.

GOVINDPERSAUD ROY -VS- RAMMOHUN ROY

EXHIBITS

A. Deed of Sale of talooks Govindpore and Rammesserpore executed by Rammohun Roy in favour of Rajiblochun Roy, 7th Paush, 1206 B. S. (20th December, 1799). In Persian.

(See Plate I)

B. Ekrarnama or Deed of Agreement executed by Rajiblochun Roy in favour of Gooroodoss Mookerjee declaring that he has made *benami* purchase for him of talooks Govindpore and Rammesserpore from Rammohun Roy, 7th Paush, 1206 B. S. (20th December, 1799). In Bengali.

শ্রীরাজীবলোচন রায়
সাং চাতো পং চন্দ্রকোণা

মহামহিম শ্রীযুত গুরুদাস মুখোপাধ্যায় মহাশয়

বরাবরেষু।

লিখিতং শ্রীরাজীবলোচন রায় কস্য একরারনামা পত্রমিদং কার্য্যঞ্চ আগে আমী আপনকার অনুমতি ক্রমে ও আপনকার টাকায় লাট রামেশ্বরপুর মোতালকে পরগনে চন্দ্রকোণা ও লাট গোবিন্দপুর মোতালকে পরগনে জাহানাবাদ জে দুই লাটের সদর জমা মবলগে ২১৮৬৮৸১৯ একুইস হাজার আটসও আটসট্টী তঙ্কা বার আনা উনিস গণ্ডা ৪০০১ চারিহাজার এক টাকা সিক্কা পনে শ্রীরামমোহন রায় তালুকদার হইতে সন ১২০৬ সালের ৭ পৌষে কোবালা করিয়া আমার আপন নামে আপনার বিনামীতে খরিদ করিলাম এই দুই লাটের মালিক ও দান বিক্রীর অধিকারী আপনী আমার সহিত কিম্বা আমার ওয়ারিসানের সহিত কিছু এলাকা নাই কোন মিছা দাওয়া আমী ইহাতে করি কিম্বা কেহ করে সে বাতিল এবং মিথ্যা এতদার্থে একরার পত্র লিখিয়া দিলাম ইতি সন ১২০৬ বারসও ছয় সাল তারিখ ৭ সাতএী পৌষ।

শ্রীব্রজরাজ সিংহ
সাং দ্বারহাট্টা
পং জাহানাবাদ

শ্রীনন্দকুমার শর্ম্মা
সাং রঘুনাথপুর

শ্রীহরচন্দ্র বসু
সাং বিরনগর

(See Plate II)

C. Deed of Sale of talooks Govindpore and Rammesserpore executed by Gooroodoss Mookerjee, son of Sridhar Mookerjee, in favour of Rammohun Roy. 2nd Magh, 1218 B. S. (14th. January, 1812). In Persian.

(See Plate III)

D. Certificate of Registration of talooks Govindpore and Rammesserpore in the name of Gooroodoss Mookerjee granted by the Collector of Burdwan. 1218 B. S. In Persian.

E. Certificate of Registration of talooks Govindpore and Rammesserpore in the name of Rammohun Roy granted by the Collector of Burdwan. 7th September 1814; 23rd Bhadra, 1221 B. S. In Persian & Bengali.

F. Letter from Juggomohun Roy to Hiraram Chatterjee and Jagannath Mazumdar. 7th Kartik, In Bengali.

(Addresses on the Reverse)

পেষ্টাবর	ও পরম কল্যাণীয়
শ্রীযুত হিরারাম চট্টোপাধ্যায়	শ্রীযুত জগন্নাথ মজুমদারজী
দাদা	কল্যাণবরেষু

শ্রীহরিঃ

সহায়

শ্রীজগমোহন শর্ম্মণঃ—

নমস্কারা ও পরমশুভাশীর্বাদ—

বিজ্ঞাপনঞ্চ বিশেষঃ আমি কেলকটরি কাছারিতে তরফ হরিরামপুরের বাকী এক হাজার টাকা নগদ বাদে ৩৪৫৮৻১৯॥ চৌত্রিশ শও আঠান্ন সাড়ে উনিশ গণ্ডায় কীস্তিবন্দী চৌত্রিশ মাসের করিয়া শ্রীযুত রামলোচন রায় ভায়া ও শ্রীযুত সভাচন্দ্র রায়ের মাল জামিনের একরার করিয়াছি রায় দিগের এত রায়ের নিমিত্ত আমার কৃতাংশের জমি কৃষ্ণনগর দিগরের এবং পুস্করনি ও খরিদা আয়মা......দিগরের মাতবর রাখিলাম করার মত টাকা আদায় না করি রায় মজকুরের এ জমি দিগর আপন একতিয়ারে বিক্রয় করিয়া সরকারে টাকা আদায় করিবেন এই খত মতন লিখিয়া দিয়া আপনারা দুই জনায় সাক্ষী হইবেন আপনি খত মত জে লিখিয়া দিবেন এবং সাক্ষী হইবেন তাহা আমার মনজুর ইষ্টাম্প কাগজে আমি দস্তখত করিয়া পাঠাইতেছি কুশলমিতি তাং ৭ কার্ত্তীক

G. Letter from Juggomohun Roy to Rammohun Roy acknowledging a loan of Rs. 1,000/-. 3rd Falgun, 1211 B. S. (13th February, 1805). In Bengali.

প্রাণাধিক

শ্রীযুত রামমোহন রায় — লিখিতং

ভাইজীউ পরমকল্যানবরেষু — শ্রীজগমোহন রায়

শ্রীজগমোহন রায়

হাওলাত রশীদ পত্রমিদং কার্য্যঞ্চাগে আমি তোমার স্থানে মবলগে শিক্কা ১০০০ এক হাজার টাকা করজ লইলাম মবলগ মজকুর ফি শও এক টাকা হিসাবে স্বদ সমেত সন ১২১২ সনে দিব মবলগ মজকুর মোকাম মেদনিপুরে শ্রীমোহন পোতদারের তহবিল হইতে পাইয়া হাওলাত রশীদ লিখিয়া দিলাম ইতি

সন ১২১১ সাল তারিখ ৩ ফাল্গুন—

(See Plate IV)

H. Letter of Agreement or Ekrar from Juggomohun Roy to Rajiblochun Roy, 11th Ashar, 1218 B. S. (23rd June, 1812). In Bengali.

শ্রীশ্রীরাম

শ্রীযুত রাজীবলোচন রায় — লিখিতং শ্রীজগমোহন রায়

বরাবরেষু

শ্রীজগমোহন রায়
সাং নাঙ্গুরপাড়া

কস্য একরার পত্রমিদং কার্য্যঞ্চ আগে আয়মা কাবিল পুরের আয়মা বন্দকী আমার দস্ত খতি খত দরুন জে দেনা আছে এবং ইস্তক ১২১৫ শাল নাং সন ১২১৭ সাল তোমার তালুক তরফ বিরলোকের মধ্যে জে কএক মহাল নাঙ্গুরপাড়ার সামিল তহসীল ছিল আর সন ১২১৬ সাল নাগাইত তরফ কৃষ্ণনগর ইজারার মাল গুজারির বাকী হিসাব বই জে হইবেক এবং ঐ কৃষ্ণনগর তোমার তালুক আই আমের সন ১২১৭ সালের হিসাব বই জে দেনা হইবেক তাহা আমী নিজে হইতে বিনা ওজরে দিব এতদার্থে একরার লিখিয়া দিলাম ইতি সন ১২১৮ সাল তারিখ ১১ আশার

ইসাদি

শ্রীগোকুলচন্দ্র বষু — শ্রীকেণারাম দাষ

সাং সাহানপুর — সাং রওনহাট

পং চক্রবেন (?)

(See Plate V)

I. Kabuliyat executed by Becharam Sen in favour of Rammohun Roy, 10th Paush, 1221 B. S. (23rd December, 1814). In Bengali.

মহামহিম শ্রীযুত রামমোহন রায় মহাশয়

বরাবরেষু—

শ্রীবেচারাম সেন
সাং কৃষ্ণনগর
পং জাহানাবাদ

লিখিতং শ্রীবেচারাম সেন—

কস্য কবুলাতি পত্রমিদং সন ১২২১ সালাব্দে লিখনং কার্য্যনঞ্চাগে পরগনে জাহানাবাদ তরফ কৃষ্ণনগর ও গয়রহ মহাশয়ের পত্তনি তালুক ও নিজ পেষ (?) তরফ মজকুরের ডিহির মুহুরের গিরি কার্য্যে আমাকে মোকরর করিলেন ....খুসীতে মোকরর হইলাম ডিহি মোকামবর উক্ত হাজের থাকীয়া সকল কার্য্যের আনঞ্জাম দিব মহাশয় ডিহের কাগজ-পত্র জখন জাহা তলব করিবেন তৎখানাত মহাশয় বরাবর দাখিল করিয়া দিব বে আইন কোন কার্য্য করিব না জদি বে আইন কোন কার্য্য করি তাহাতে কেহ আদালতে আমার নামে নালিষ করে তাহার জবাব দেহি আমার জিম্মা এবং আদালতের খরচপত্র জাহা হইবেক তাহা আমি নিজ আদায়ে দিব সরকারের সহিত এলাখা নাই মহাশয়ের হুকুম শেত্তায় কোন কার্য্য করি সে মনঞ্জুর নহে মাহে আনা মাফেক বরার্দ্দ পাইব আমার চাকরীর মাল জামেন রাধানগর সাকিনের শ্রীমথুর মোহন বশোকে দিব এতদার্থে আপনা খুসীতে চাকরি কবুল করিয়া কবুলতি পত্র লিখিয়া দিলাম ইতি সন ১২২১ বার শত একুইষ সাল তাং ১০ পৌষ

ইসাদি

শ্রীরামহরি মিত্র
সাং রাধানগর

শ্রীচনিরাম মিত্র
সাং রাধানগর

শ্রীমদনমোহন বশো
সাং রাধানগর
পং জাহানাবাদ

PLATE I

Deed of Sale executed by Rammohun Roy

PLATE II

মহামহিম শ্রীযুক্ত গুরুদাস মুখোপাধ্যায় মহাশয়
বরাবরেষু।

ইং ১৭৯৯ সাল

লিখিতং শ্রীরাজীবলোচন রায় কস্য একরারনামা পত্রমিদং
কার্য্যঞ্চ আগে আমী আপনকার অনুমতি ক্রমে ও আপনকার
টাকায় নাট রামেশ্বরপুর মোৎসনকে পরগনে চন্দ্রকোণা ও নাট
গোবিন্দপুর মোৎসনকে পরগনে জাহানাবাদ জেই দুই নাটের সদরজমা
মবলগে ২১৮৬৮ দ১৩ একুইস হাজার আটসত আটসট্টা তঙ্কা বারআনা
তেরগণ্ডা ৪০০১ চারিহাজার একটাকা সিক্কা পনে শ্রী রামমোহনরায়
তালুকদার হস্তে সন ১২০৬ সালের ৭ পৌষে কোবালা করিয়া আমার
আপন নামে আপনকার বিনামীতে খরিদ করিলাম এই দুই নাটের মালিকত্ত
দান বিক্রয়ের অধিকারী আপনি আমার সহিত কিম্বা আমার ওয়ারিসানের
সহিত কিছু এলাকা নাই কোন সিচ্ছা দাওয়া আমী উপস্থিত করি কিম্বা
কেহ করে সে বাতিল এবং মিথ্যা এতদার্থে একরারপত্র লিখিয়া দিলাম
ইতি সন ১২০৬ বারসত ছয় সাল তারিখ ৭ সাত্তই পৌষ।

ইসাদ

শ্রীব্রজরাজ সিংহ
সাং [illegible]
পঃ জাহানাবাদ

শ্রীনন্দকিশোর শর্ম্মা
সাং [illegible]

শ্রী[illegible]চন্দ্র বসু
সাং [illegible]

Agreement executed by Rajiblochun Roy

PLATE III

I do hereby certify that I have this 14th day of January 1812 between the hours ... duly registered this deed of Sale & other Documents thereunto appertaining the 73 Page of my office Book entitled deeds of Sale

Zillah ...
Registers office
the 14th January 1812.

Deed of Sale executed by Gurudas Mukherji

শ্রীমোহাম্মদ

হাওলাতবশীদ দাখাখিল ফার্সফালা আমার ঢোকায় হাসলে
মবলগে ৮ । সিক্কা .. একহাজার টাকা হওয়া পাইলাম
মবলগ মজকুর কিস্তি ১ একতিরিশ হস্তগত ১২৯২ সাল
টিপ মবলগ মজকুর সেকত্তম সেদাই হবে কালেতে সোনা
তহবিল হইতে দাখিল হওয়ায় কাজে নিধান দিলাম ইতি
সন ১২৯১ সাল তারিখ ৩ বৈশাখ

ইসাদি
শ্রীহরমোহন
শ্রীকাশীপ্রসন্ন বসু
নিঃসাক্ষী
শ্রীরাম মোহন

PLATE V

Agreement executed by Jagamohun Roy

In the Supreme Court of Judicature at Fort William in Bengal
In Equity

Gowindpersaud Roy only son heir and legal Personal representative of Jugomohun Roy deceased
Complainant

against

Rammohun Roy Defendant

Fort William in Bengal — I Rammohun Roy the defendant in this cause do put in my place John Turner as my attorney in the room of the late Mr Benjamin Turner my former Attorney to appear and defend the above suit Witness my hand this twelfth day of July 1819 — Rammohun Roy

Witness —
[illegible]
[illegible]

Warrant of Attorney executed by Rammohun Roy

APPENDIX II.

MAHARAJA TEJCHAND VS. RAMMOHUN ROY AND GOVINDPERSAUD ROY

JUDGMENT

No. 3004.

رو بكاري مثل عدالت ديواني صدر به نشست رابرت هالدن راتری صاحب حاكم عدالت مذكوره واقع تاريخ دهم ماه نومبر ١٨٣٠ ع مطابق بست و ششم ماه كاتك ١٢٣٧ بنگله موافق دهم ماه اگهن ١٢٣٨ فصلی روز چهار شنبه *

٣٠٠٤ مهاراجه تيجچند اپلانت .... رام موهن راے وغيره رسپانڈيان

منشی حيدر علی يكي از وكيلان اپلانت حاضر آمد و رسپانڈيان با وصف اجراے اعلان نامه و اشتهار نامه تا حال اصالتاً يا وكالتاً حاضر اين عدالت نگرديده درين صورت مقدمه بغير حاضری آنها بتاريخ هشتم ماه حال روبكار و كاغذات پرونسلكورت از نمبر ١ تا نمبر ٢٢ خوانده شده باعث آخر شدن روز ملتوي بود باز امروز در پيش گشته تتمه كاغذات پرونسلكورت تا فيصله آنجا و عرضي موجبات و جواب وغيره جميع كاغذات اين عدالت بملاحظه در آمد بغور جميع كاغذات و لحاظ بر همه حالات و قراين مقدمه دريافت شد كه اتفاق نالش مقدمه هذا از طرف اپلانت بتاريخ شانزدهم ماه جون سنه ١٨٢٣ ع بمطابق سنه ١٢٣٠ بنگله بعد انقضاے مدت بست و چهار سال از تحرير تاريخ قسطبندی نوشته داده رام كنت راے مورث رسپانڈيان كه دعوی اپلانت مبتني بران است بعدالت پرونسل كورت افتاده ازين رو تمادي ايام در ارجاع نالش صاف ظاهر و باهر و بدان لحاظ دعوی مدعی يعنی اپلانت بهيچ وجه قابل استماع عدالت نيست و اگر فرضاً اظهار هري پرشاد گواه قرار داده اپلانت متضمن شدن مطالبه زر قسطبندی از جگموهن راے لغايت سنه ١٢١٦ بنگله و نمودنش اقرار ادای آن تا حيات خود راست بوده باشد تا هم دعوی اپلانت بهيچ صورت بموجب قوانين مجاريه لياقت پذيرائی ندارد چراكه از ابتداے سنه ١٢١٦ تا ١٢٣٠ بنگله تاريخ مندرجه عرضی استغاثه هم مدت چهارده سال منقضی گشته و اپلانت عذريكه باشعار نمودن جگموهن راے اقرار اداي زر مدعا به حسب الطلب تا حيات خودش و بعد فوتش پسر او گوبند پرشاد راے يكی از رسپانڈيان لغايت سنه ١٢٢٦ بنگله حين بودنش نوكر بكچهری كلكتري ضلع

بردوان بمقام بردوان مینماید چون حرفی از ثبوت این معنے از روے کاغذات مقدمه بوضوح نه پیوست بنابران از درجهٔ اعتبار ساقط بل این حیله از براي سماعت نالش خودش به سبب وقوع تمادي ایام در آن متصور است نظر براین مراتب و وجهات مندرجه فیصله کورت اپیل هیچ وجه کافی تبدیل آن به تحقق نه پیوسته حکم و ڈگري ناطق گردید که فیصله پرونسل کورت کلکته واقعه تاریخ چهاردهم ماه جولائي ۱۸۲۷ ع بحال و برقرار ماند و اپیل اپلانت تسمس گردد و خرچه برذمه اپلانت نوشته محتنانه موجوده تحویل این عدالت بوکیلان اپلانت داده آید و چون بیچک محنت منشی محمد پناه متوفی وکیل اپلانت ظاهر نیست درین صورت چیزے محتنانه بورثهٔ او دهانیده نشد فقط مضمون ڈگري شرحوار این مقدمه اینکه اپلانت سابق مدعی بدعوی دهانیده یافتن مبلغ دوازده هزار ششصد و بست و چهار روپیه ۳ سه کوري اصل بابت باقي مالگذاري و سود مساوی آن همگی بتعداد مبلغ بست و پنج هزار دو صد و چهل و هشت روپیه یک گنده دو کوري بنام رام موهن راے و گوبند پرشاد راے وارثان رام کنت راے متوفی سابق مدعا علیهما بتاریخ شانزدهم ماه جون ۱۸۲۳ ع در پرونسل کورت علاقه کلکته ابتداء بدین اظهار نالش نمود که مسمی رام کنت راے ساکن رادهانگر پرگنه بهورست پدر و مورث مدعا علیهما اکثر محالات از زمینداری بمدعی اجاره گرفته بسبب باقي افتادن مالگذاری در پرگنه کهندکهوس یکي از محالات موجره اش بماه اساره ۱۲۰۶ بنگلله قطعه قسطبندی بقید مبلغ دوازده هزار شش صد و بست و چهار روپیه سه کوري بوعده اداے ساختنش تا پانزدهم ماه آسن ۱۲۰۷ بنگله بدستخط مستر طامس صاحب جج ضلع بردوان نوشته داده بلا اداے زر باقي مذکور در سنه ۱۲۱۰ بنگله بدار البقا شتافت اصل مبلغ مذکور و سود المضاعف آن همگی مبلغ بست و پنج هزار دو صد و چهل و هشت روپیه یک گنده دو کوري یافتنی ام بوده است چون مسمیان رام موهن راے و گوبند پرشاد راے وارثان راے متوفی مذکور با وصف قابض و دخیل بودن خود ها بر اشیاء املاک متروکه راے مرقوم از روے وراثت بلطایف الحیل زر هاے واجبی یافتني من مدعي عاید نمی سازد بنابرآن مستغیث و امیدوار ایفایم فقط رام موهن راے یکی از مدعا علیهما بجواب خود دعوی مدعی

را پر از افترا و باطل محض قرار داده بدینگونه رقم پرداز گشت که منمدعا علیه ازعدم و وجود وثیقه قسطبندی اظهاری مدعي اصلاً مطلقا علـم و آگاهي ندارد تا به نمودن اقرار و اعتراف بصحت و عدم صحت آن چه رسد اگر فی‌الحقیقة مدعي مذکور را چیزے یافتنی درجه باقی مالگذاري ازپدرم بود پدرم نادار و ناچار نبود بلکه او اهل مقدور و مرد ذیعزت بود بایستی که مدعی متقاضی و مستغیث براي آن بر پدر منمدعا علیه میشد نکه بر منمدعا علیه که هیچ علاقه و سروکار با متروکه پدري یعنی راے متوفی مرقوم ندارد چرا که منمدعا علیه از هنگام حیات و ممات پدر از رهگذر رو دادن تباین و تخالف در وضع و طریق معاد از پدر و برادران خود جدا و تفریق الطعام بوده بکسب خاص خود سرمایه چند بهم رسانیده علیحده بود و باش کرده می آیم پس دعوی مدعي بر مجیب بهیچ نوع راجع و متوجه شدن نمي تواند و بر تقدیر صدق قول مدعی پدرم بعد از تحریر یافتن قسطبندي مرقوم که در ۱۲۰۶ بنگاله بتعین میعاد یک سال و دو ماه اتفاق اُفتاد زیاده از چهار سال بقید حیات مانده تا آن زمان مدعی از نمودن طلب و تقاضاي آن سکوت اختیار نموده الحال بعد انقضاي مدت بست و سه سال نالش باطله هذا که در پیش ساخته است هرآئنه نا جائز بل بر خلاف دفعه چهارم قانون سیوم ۱۷۹۳ ع بوده است بهیچ وجه لیاقت سماعت عدالت ندارد و اینکه مدعی وجه وقوع توقف ارجاع نالش خود را موجب مروت خود و فوتیدن پدرم پس از امضای سه چهار سال از حین تحریر قسطبندی و حاضر باشی برادر منمدعا علیه مسمی جگموهن راے نزد مدعی بامیدواري و نبودن منمدعا علیه در بین دیار قامی ساخته است جوابش اینکه برادرم مزبور در ۱۲۱۸ بنگاله که عرصه سیزده سال گذشت از جهان فانی گذشته اُمیدواری کردنش مانع طلب و تقاضاے زر دادستد نبود که مدعی با بودن فرزانه و سال خورده از نمودن طلب و تقاضاے زر یافتنی خود غافل و عاطل بوده باشد و منمدعا علیه هم بملک دور دست خارج از حکومت سرکار کمپني بهادر مخفی و متواری نبود که مدعی از حال منمدعا علیـه بیخبر بوده باشد بلکه منمدعا علیه بمسافت قرب از علاقه قلم رو سرکار باضلاع رام گرهه و بهاگلپور و رنگپور و برای تفریح طبع و کسب هوا قیام مي داشت و الحال از عرصه نه سال درین شهر مقیم است و علاوه ازین خانه منمدعا علیـه در ضلع

هوگلي است و جايداد كثير بعلاقه كلكتري ضلع بردوان و هم تعلقات پتني بجمع هاے سنگين در ميان زمينداري مدعى و نيز در شهر كلكته ميدارد معهذا مدعى مذكور گاهے مطالبه و مواخذه زر قسطبندي مذكور از منمدعا عليه نكرده الحال كه مدعي اين چنين دعوي بے بنياد در پيش نموده است ازين اراده‌اش بجز ايذا رسانى امر ديگر مظنون و متخيل نيست همانا منشاي اين نالش مدعى غير ازين نخواهد بود كه خرن خواهر زاده منمدعا عليه بابو گروداس مكهرجى ديوان مهاراجه پرتاب چند پسر مدعى بود و بعد انتقال مهاراجه مذكور مكهرجي مرقوم از طرف مهورانيان زوجيات مهاراجه پيروى مقدمات شان مرجوعه عدالت بنام مدعى مى نمود بنابر آن مدعى بهمان كينه و عداوت بانتقام آن بزعم اينكه مكهرجي مسطور به صلاح و مشوره منمدعا عليه باين امر اقدام نموده باشد بغرور جاه و دولت پرواي اخراجات عدالت نكرده باراده تخريب و زير بار ساختن منمدعا عليه را بتعين زر سنگين نالش هذه برپا ساخته است فقط جواب الجواب گذرانيده مدعي موافق عرضى دعوى و مطاوي و مويد مضامين آن است اينقدر زياده نوشته كه پدر مدعى عليه از عمده مستاجران زميندارى منمدعي بود و از حاضر باشى علي الدوام از نسبت عوام يک گونه خصوصيت با منمدعى مى داشت عند الطلب زر مندرجه قسطبندى عذر و اظهار عسرت و تهيدستى ها نمود بعد فوتش از جگموهن راے پسر كلان او و بعد مرگش از گوبند پرشاد راے پسرش هميشه مطالبه زر مطلوبه بعمل مي آمد و او هم بوعده بمواعده گذرانيد - مدعا عليه ناسپاس ناحق شناس مراعات و احسانات منمدعى را بر طاق نسيان گذاشته بعزم اتلاف و انهضام حق واجبي ام كمر همت بر بسته قانون سيوم ۱۷۹۳ ع درباره عدم سماعت استغاثه منمدعى دليل مى گرداند و نمى داند كه قانون دوم ۱۸۰۵ ع بنابر تجويز و سماعت و دعاوى دادخواهان تا مدت شصت سال از طرف سركار موضوع و مقرر است فقط حد جواب مويد جواب زياده اين قدر بمعرض تحرير در آمده كه اگر پسر بعد فوت پدر بر ملكيت و متروكهٔ او متصرف باشد اداے دين پدر بر پسر واجب مي شود اما در حاليكه پسر از حين حيات پدر از پدر جدا و متفرق مانده بكسب خاص سرمايه بهم رساند و بعد فوت پدر نوعي تصرف در تركه او نكند دران حالت اداے دين پدر چه

از روے شاستر و چه از روے رواج الملک بر پسر لازم نمي آید فقط - گوبند پرشاد راے مدعا علیه ثاني باوجود اجراے اعلامنامه اصالتاً یا وکالتاً بجواب دهی مقدمـه هذا نپرداخت فقط - عند التجویز بتاریخ چهاردهم ماه جولائی ۱۸۲۷ ع ولیم برادلي صاحب حاکم ججهٔ کورٹ مذکوره بوجه اینکه بعد ملاحظه جمع کاغذات و لحاظ بر همه حالات و قراین مقدمه بوضوع انجامید که بناے نالش مدعي بر سه شق است یکی نوشتـه دادن رام کنت راے پدر رام موهن راے و جد گوبند پرشاد راے مدعا علیهما قطعه قسطبندي بدرج مبلغ دوازده هزار شش صد و بست و چهار روپیه سه کوڑی بتاریخ اول ماه اساڑهه ۱۲۰۶ بنگله بمدعي دوم باوجود نمودن مدعی دفعات طلب و تقاضاے زر مدعا بهاے خود را از جگموهن راے یکي از پسران رام کنت راے متوفی و بعد فوت جگموهن مذکور از گوبند پرشاد راے پسرش و ندادن آنها آنرا بمدعی سیوم بسبب دخیل بودن رام موهن راے و گوبند پرشاد راے مدعا علیهما بر متروکات رام کنت راے متوفی واجب بودن ایصال زر قسطبندي نوشته داده مورث آنها بذمه آنها که مدعی بادعاے آن نالشی است فقط رام موهن راے مدعا علیه بجواب خود عدم واقفیت خود از نوشتخواند قسطبندي و بودن خودش جدا و تفریق الطعام از پدر خود از ماقبل نوشتخواند قسطبندی مذکور با مراتب دیگر نگاشته فقط اگر چه در باب نوشته دادن رام کنت راے متوفی قسطبندي مذکوره بمدعی هیچ شک نیست مگر چونکه مدعي در التماس یا جواب الجواب هیچـک ذکر شدن مطالبه زر قسطبندي از راے متوفی یا حین حیاتش که او بعد از نوشتخواند قسطبندي و انقضاي میعاد آن مدت سه سال بقید حیات بود مندرج نساخته و هم از روے اظهار احدی از گواهان مدعي شدن مطالبه زر قسطبندی تا حین حیات راے متوفي بظهور نانجامید بلکه از روے زبان بندی گورا چاند ملک گواه مدعي ظاهر گردید که دستور بسر رشته زمینداری مدعی است که هر کسیکه قسطبندی بمدعی نوشته مي دهد بعد اداي زر آن قسطبندی مذکور بسر رشته زمینداري مدعي میباشد بدهنده آن واپس داده نمي شود صرف رسید یا فارغخطی مهري مدعي بدهندگان قسطبندی داده مي شود درین صورت در ادا نشدن زر قسطبندی مرقومه بحین حیات راے متوفي بمدعي نیز جای شک است و اینکه مدعي بجواب الجواب خود ذکر شدن

طلب و تقاضای زر قسطبندي دفعات از جگموهن راے و بعد فوتش از گوبند پرشاد راے پسرش و نمودن آنها اقرار اداے آن مندرج نموده و هری پرشاد راے گواه مدعي بر صداقت آن اداے شهادت خود به بیان اینکه نامبردگان اقرار اداے آن بتدریج کرده بودند نموده و کشن موهن راے گواه ظاهر کرده که جگموهن راے عند الطلب زر قسطبندي اقرار اداے آن کرده بود اماً بر اظهارات گواهان مذکورین اعتماد کلی حاصل نمي شود زیراکه احدي بعد وفات پدر یا جد در باب اداے دین پدر یا جد خودش از انقضاے مدت دراز که اقرار نماید این معني بقیاس در نمي گنجد و در صورت صدق هم باین چنین اقرار زباني این قدر زر سنگین از عدالت باحدی دهانیدن متعذر و مدعی عذریکه در باب بودن رام موهن راے مدعا علیه همیشه بمسافرت می کند لیاقت پذیرائی ندارد چه بر تقدیر راست بودن آن اظهار مدعی اختیار نمودن نالش بنام وارثان و دخیلکاران متروکه راے متوفی میداشت باعث سکوت تا مدت بست و سه سال چه بود و مدعي که بدعوی اصل مع سود مستغیث است هرگاه بیچک ذکر سود در قسطبندي مندرج نیست و از روے کاغذات یا زبان بندی احدے ازگواهان مدعی شدن مطالبه اصل زر قسطبندي از رام موهن راے مدعا علیه بپایهٔ ثبوت نرسید پس به نمودن دعوی سود آن چه رسد و اگر اظهارات هري پرشاد و کشن موهن گواهان مدعی درباب شدن مطالبه زر قسطبندي در سنه ۱۲۱۲ یا از ۱۲۱۱ لغایت ۱۲۱۶ بنگله از جگموهن راے و نمودنش اقرار اداے آن راست بوده باشد تا هم دعوی مدعی مطابق قانون مجاریه لایق سماعت عدالت نیست زیرا که از ابتداي ۱۲۱۶ لغایت ۱۲۳۰ بنگله تاریخ داخل شدن عرضي استغاثه متجاوز از مدت دوازده سال بانقضا در آمده بهمچنین صورت حسب منشاے دفعه چهاردهم قانون سیوم ۱۷۹۳ ع نالش مدعی قابل پذیرائي عدالت نیست حکم نمودند که مقدمه تسمس و جمع خرچه عدالت نمه مدعی گردد فقط اپلانت بخارجي فیصله پرونسل کورت علاقه کلکته بعدالت هذا بر تعداد مرقوم الصدر اپیل صدر نمود الحال منشي صدر علي یکي از وکیلان اپیلانت حاضر آمد و رسپانڈنٹان با وصف اجراے اعلام نامه و اشتهار نامه تا حال اصالتاً یا وکالتاً حاضر عدالت نگردیده درینصورت مقدمه بغیر حاضري آنها بتاریخ هشتم ماه حال روبکار و کاغذات پرونسل

کورت از نمبر ۱ تا نمبر ۲۲ خوانده شد باعث آخر شدن روز ملتوي بود باز امروز در پیش گشته تتمه کاغذات پرونسل کورت تا فیصله آنجا و عرضي موجبات و جواب وغیره جمیع کاغذات این عدالت بملاحظه در آمد بغور جمیع کاغذات و لحاظ بر همه حالات و قراین مقدمه دریافت شد که اتفاق نالش مقدمه هذا از طرف اپلانت بتاریخ شانزدهم ماه جون ۱۸۲۳ ع مطابق ۱۲۳۰ بنگله بعد انقضاے مدت بست و چهار سال از تاریخ تحریر قسطبندی نوشته داده رام کنت راے مورث رسپاندیان که دعوي اپلانت مبتني بر آن است بعدالت پرونسل کورت اُفتاده ازین رو تمادي ایام در ارجاع نالش صاف ظاهر و باهر و بدان لحاظ دعوی مدعي یعنی اپلانت بهیچ وجه قابل استماع عدالت نیست و اگر فرضاً اظهار هري پرشاد گواه قرار داده اپلانت متضمن شدن مطالبه زر قسطبندي از جگموهن راے بحال ۱۲۱۶ بنگله و نمودنش اقرار اداے آن تا حیات خود راست بوده باشد تا هم دعوي اپلانت بهیچ صورت بموجب قوانین مجاریه لیاقت پذیرائی ندارد چرا که از ابتداے ۱۲۱۶ تا ۱۲۳۰ بنگله تاریخ مندرجه عرضي استغاثه هم مدت چهارده سال منقضي گشته و اپلانت عذریکه باشعار نمودن جگموهن راے اقرار اداے زر مدعا به حسب الطلب تا حیات خودش و بعد فوتش پسر او گوبند پرشاد راے یکي از رسپاندیان لغایت ۱۲۲۶ بنگله حین بودنش نوکر بکچهری کلکتري ضلع بردوان بمقام بردوان مى نماید چون حرفي از ثبوت این معني از روے کاغذات مقدمه بوضوح نه پیوست بنابر آن از درجه اعتبار ساقط بل حیله از براے سماعت نالش خودش به سبب وقوع تمادي ایام در آن متصور است نظر برین مراتب و وجهات مندرجه فیصله کورت اپیل هیچ وجه کافی تبدیل آن به تحقیق نه پیوست لهذا حکم و دگري ناطق گردید که فیصله پرونسل کورت کلکته واقع تاریخ چهاردهم ماه جولائي ۱۸۲۷ بحال و برقرار ماند و اپیل اپلانت دسمس گردد و خرچه بر ذمه اپلانت نوشته محکمانه موجوده تحویل این عدالت بوکیلان اپلانت داده آید و چون هیچک محنت منشي محمد پناه متوفی وکیل اپلانت ظاهر نیست درین صورت چیزے محنتانه بورثه او دهانیده نشد فقط *

خرچه من جانب اپلانت :—

۱۹۳۸ یک هزار نه صد سی و هشت روپیه *

قیمت استامپ درخواست اپیل —

صدر بر مبلغ بست و پنج هزار دو صد چهل و هشت روپیه

بموجب قانون اول ۱۸۱۴ ع *

محنتانه منشی حسن علي و منشی صدر علی

وکلا بر مبلغ مذکور الصدر شش صد نوزده روپیه هشت آنه *

قیمت استامپ یک کاغذ وکالت نامه دو روپیه *

قیمت استامپ فهرست دستاویز یک قطعه دو روپیه *

قیمت استامپ یک کاغذ موجبات موصله دو بند هشت روپیه *

قیمت استامپ ڈگری که بمتخاصمین داده خواهد شد شانزده بند شصت و چهار روپیه

وصول ...... یک هزار شش صد هفتاد و چهار روپیه هشت آنه *

باقی ...... ۶۴ شصت و چهار روپیه *

No. 3005.

روبكاري مثل عدالت ديواني صدر به نشست رابرت هالدن راتري صاحب حاكم عدالت مذكوره واقع تاريخ دهم ماه نومبر ۱۸۳۰ ع مطابق بست و ششم ماه كاتك ۱۲۳۷ بنگله موافق دهم ماه اگهن ۱۲۳۸ فصلي روز چهار شنبه *

۳۰۰۵ مهاراجه تيج چند اپلانت .... رام موهن راے وغيره رسپانڈيان منشي حيدر علي يكي از وكيلان اپلانت حاضر آمد و رسپانڈيان با وصف اجراے اعلان نامه و اشتهار نامه تا حال اصالتاً يا وكالتاً حاضر اين عدالت نگرديده اند درين صورت مقدمه هذا بغير حاضري آنها امروز روبكار گشته كاغذات هر دو عدالت بملاحظه در آمد دريافت شد كه وجهاتيكه نسبت به بحالي فيصله كورت اپيل در مقدمه نمبر ۳۰۰۴ روبكاري امروزه بابت نسبت اين جانب تحرير يافته براي بحالي فيصله پرونسل كورت اين مقدمه نيز كافي است بنابرآن اعاده آن ضرور متصور نگشته حكم و ڈگري ناطق گرديد كه فيصله پرونسل كورت كلكته واقع تاريخ چهاردهم ماه جولائي ۱۸۲۷ ع بحال و برقرار داشته شود و اپيل اپلانت تسمس گردد و خرچه هر دو عدالت بر ذمه اپلانت نوشته محنتانه موجوده تحويل اين عدالت بوكيلان اپلانت داده آيد و چون هيچيك محنت منشي محمد پناه متوفي وكيل اپلانت ظاهر نيست درين صورت چيزے محنتانه بورثه او دهانيده نشد فقط مضمون ڈگري شرحوار اينكه مقدمه اين اپلانت سابق مدعي بدعوى دهانيده يافتن مبلغ بست و هشت هزار چهار صد و سه روپيه سيزده آنه شانزده گنڈا اصل بابت باقي مالگذاري و سود مساوي آن همگي به تعداد مبلغ پنجاه و شش هزار هشتصد و هفت روپيه چهارده آنه دوازده گنڈا بنام رام موهن راے و گوبند پرشاد راے وارثان رام كنت راے متوفي سابق مدعا عليهما بتاريخ شانزدهم ماه جون ۱۸۲۳ ع در پرونسل كورت علاقه كلكته ابتداء بدين اظهار نالش نمود كه رام كنت راے ساكن رادها نگر پرگنه بهورسٹ پدر و مورث مدعا عليهما اكثر

محالات زمینداري منمدعي اجاره گرفته بسبب باقی افتادن مالگذاري در لات نوشته وغیره پرگنه شاه آباد از محالات موجره اش بماه جیتهه ۱۲۰۵ شروع ۱۲۰۶ بنگله قطعه قسطبندی بقید مبلغ بست و هشت هزار چهار صد و سه روپیه سیزده آنه شانزده گنده بوعده ادا ساختنش تا پانزدهم تاه ماه آسن ۱۲۰۷ بنگاه بدستخط مستر طامس صاحب جج ضلع بردوان نوشته داده بلا اداي زر باقی مذکور در سنه ۱۲۱۰ بنگله بدار البقا شتافت اصل مبلغ مذکور و سود المضاعف آن همگی مبلغ پنجاه و شش هزار هشتصد و هفت روپیه چهارده آنه دوازده گنده واجب یافتنی ام بوده است چون مسمیان رام موهن راے وگوبند پرشاد راے و وارثان راے متوفي مذکور با وصف قابض و دخیل بودن خود ها بر اشیاء املاک متروکه راے مرحوم از روے وراثت بلطایف الحیل زر هاے یافتنی منمدعی عاید نمي سازند درین صورت مستغیث و امیدوار ایفایم فقط رام موهن راے یکی از مدعا علیهما بجواب خود دعوي مدعي را پر از افترا و باطل محض قرار داده بدینگونه مظهر گشت که من مدعا علیه از عدم و وجود وثیقه قسطبندي اظهاري مدعي اصلاً و مطلقاً علم و آگاهی ندارد تا به نمودن اقرار و اعتراف بصحت و عدم صحت آن چه رسد اگر فی الحقیقة مدعي مذکور را چیزے یافتنی در وجه باقي مالگذاري از پدرم بود پدرم نادار ناچار نبود بلکه او اهل مقدور و مرد ذیعزت بود بایستي که مدعی متقاضي و مستغیث براي آن بر پدرم می‌شد نکه بر مدعی علیه که هیچ علاقه و سروکار با متروکه پدري یعني راے متوفی مرقوم ندارد چرا که منمدعا علیه از هنگام حیات و ممات پدر از رهگذر رو دادن تبائن و تخالف در وضع و طریق معاد از پدر و برادران خود جدا و تفریق الطعام بوده بکسب خاص خود سرمایه چند بهم رسانیده علیحده بود و باش کرده مي آیم دعوي مدعي برین موجب بهیچ نوع راجع و متوجه شدن نمي تواند و بر تقدیر صدق قول مدعی بعد از تحریر یافتن قسطبندي مرقوم که در سنه ۱۲۰۶ بنگله بتعین میعاد یکو دو ماه سال اتفاق افتاد پدرم زیاده از چهار سال بقید حیات مانده تا آن زمان مدعی از نمودن طلب و تقاضاے آن سکوت اختیار نموده الحال بعد انقضاے مدت بست و سه سال نالش باطله هذا که در پیش ساخته است هرآئینه نا جائز بل بر خلاف دفعه چهارم قانون سیوم ۱۷۹۳ ع بوده است بهیچ وجه لیاقت سماعت عدالت ندارد و

اینکه مدعي وجه وقوع توقف و ارجاع نالش خود را موجب مروت خود و فوتیدن پدرم پس امضاے سه چهار سال از حین تحریر قسطبندي و حاضر باشي برادر منمدعا علیه مسمی جگموهن راے نزد مدعي بامیدواري و نبودن منمدعا علیه درین دیار قلمی ساخته است جوابش اینکه برادرم مزبور سنه ۱۲۱۸ بنگله عرصه سیزده سال گذشت از جهان فاني گذشته أمیدواری کردنش مانع طلب و تقاضاے زر دادستن نبود که مدعي با بودن همچو فرزانه و سال خورده از نمودن طلب و تقاضاے زر یافتنی خود غافل و عاطل بوده باشد و منمدعا علیه هم بملک دور دست خارج از حکومت سرکار کمپنی بهادر مخفی و متواري نبود که مدعي از حال منمدعا علیه بیخبر بوده باشد بلکه منمدعا علیه بمسافت قرب در علاقه قلم رو سرکار باضلاع رامگڑهه و بهاگلپور و رنگپور قیام می داشت و الحال از عرصه نه سال درین شهر مقیم و خانه مدعی علیه در ضلع هوگلی است و جایداد کثیر به علاقه کلکٹري ضلع بردوان و هم تعلقات پتنی بجمع هاے سنگین درمیان زمینداري مدعی و نیز در شهر کلکته میدارد معهذا مدعی مذکور گاهے مطالبه و مواخذه زر قسطبندی مذکور از منمدعي علیه نکرده الحال که مدعی این چنین دعوي بے بنیاد در پیش نموده است ازین اراده اش بجز ایذا رسانی امرے دیگر مظنون و متخیل نمیشود همانا منشاي این نالش مدعی غیر ازین نخواهد بود که خون خواهر زاده منمدعا علیه بابو گروداس مکهرجي دیوان مهاراجه پرتاب چند پسر مدعی بود و بعد انتقال مهاراجه مذکور مکهرجي مرقوم از طرف مهورانیان زوجات مهاراجه پیروی مقدمات شان مرجوعه عدالت بنام مدعي مینمود بنابر آن مدعي بهمان کینه و عداوت بانتقام آن بزعم اینکه مکهرجي مسطور بصلاح و مشوره منمدعا علیه بآن امر اقدام نموده باشد بغرور جاه و دولت پرواے اخراجات عدالت نکرده باراده تخریب و زیربار ساختن منمدعا علیه را بتعین زر سنگین نالش هذا بر پا ساخته است فقط جواب الجواب گذرانیده مدعي موافق عرضی دعوی و مطاری و مزید مضامین آن است اینقدر زیاده نوشته که پدر مدعا علیه از عمده مستاجران زمینداري منمدعی بود و از حاضر باشي علی الدوام از نسبت عوام یکگونه خصوصیت با منمدعي مي داشت عند الطلب زر مندرجه قسطبندي عذر و اظهار عسرت و تهیدستي ها می نمود بعد فوتش از

جگموهن راے پسرکلان او و بعد مرگش ازگوبند پرشاد راے پسرش همیشه مطالبه زر مطلوبه بعمل مي آمد و او هم بوعده و بمواعده گذرانید مدعا علیه نا سپاس ناحق شناس مراعات و احسانات منمدعي را بر طاق نسیان گذاشته بعزم اتلاف و انهضام حق واجبی ام کمر همت بر بسته قانون سیوم ۱۷۹۳ ع را در بارهٔ عدم سماعت استغاثه منمدعي دلیل مي گرداند و نمي داند که قانون دوم ۱۸۰۵ ع بنابر تجویز و سماعت و دعاوي دادخواهان تا مدت شصت سال از طرف سرکار موضوع و مقرر است فقط جواب موید جواب زیاده این قدر بمعرض تحریر در آمده که اگر پسر بعد فوت پدر بر ملکیت و متروکه او متصرف باشد اداے دین پدر بر پسر واجب میشود اما در حالیکه پسر از حین حیات پدر از پدر جدا و متفرق مانده بکسب خاص سرمایه بهم رساند و بعد فوت پدر نوعی تصرف در ترکه او نکند دران حالت اداے دین پدر چه از روے شاستر و چه از روے رواج الملک بر پسر لازم نمی آید فقط گوبند پرشاد راے مدعا علیه ثانی با وجود اجراے اعلام نامه اصالتاً یا وکالتاً بجوابدهی مقدمه هذا نپرداخت فقط عند التجویز بتاریخ چهاردهم ماه جولائی ۱۸۲۷ ع ولیم برادلی صاحب حکم پنجم کورت مذکوره متوجه اینکه بعد ملاحظه جمع کاغذات و لحاظ بر همهٔ حالات و قراین مقدمه بوضوع انجامید که بناے نالش مدعی به سه شق است یکی نوشته دادن رام کنت راے پدر رام موهن راے و جد گوبند پرشاد راے مدعا علیهما قطعه قسطبندی بدرج مبلغ بست و هشت هزار چهار صد و سه روپیه سیزده آنه شانزده گنده مرقومه ماه جیتهه ۱۲۰۶ بنگله بمدعي دوم بارجود نمودن مدعی دفعات طلب و تقاضاي زر مدعا بهاے خود را از جگموهن راے یکی از پسران رام کنت راے متوفی و بعد فوت جگموهن مذکور از گوبند پرشاد راے پسرش و ندادن آنها آنرا بمدعی سیوم بسبب دخیل بودن رام موهن راے و گوبند پرشاد راے مدعا علیهما بر متروکات رام کنت راے متوفی واجب بودن ایصال زر قسطبندي نوشته داده مورث آنها بذمهٔ آنها که مدعی با دعاے آن نالشي است فقط و رام موهن راے مدعا علیه بجواب خود عدم واقفیت خود از نوشتخواند قسطبندی وبودن خودش جدا و تفریق الطعام از پدر خود از ما قبل نوشتخواند قسطبندی مذکور با مراتب دیگر نگاشته فقط اگرچه در باب نوشته دادن رام کنت راے متوفی

قسطبندی مذکوره بمدعی هیچ شک نیست مگر چونکه مدعی در التماس یا جواب الجواب هیچک ذکر شدن مطالبه زر قسطبندي از راے متوفی تا حین حیاتش که او بعد از نوشتخواند قسطبندي و انقضاي میعاد آن مدت سه سال بقید حیات بود مندرج نساخته و هم از روے اظهار احدي ازگواهان مدعي شدن مطالبه زر قسطبندي تا حین حیات راے متوفی بظهور نانجامید بلکه از روے زبان بندي گورا چاند ملک گواه مدعی ظاهر گردید که دستور بسررشته زمینداري مدعي است که هرکسیکه قسطبندی بمدعی نوشته می دهد بعد ادای زر آن قسطبندي مذکور بسررشته زمینداري مدعی میباشد بدهنده آن واپس داده نمی شود صرف رسید یا فارغخطی مهري مدعی بدهندگان قسطبندي داده میشود درین صورت در ادا نشدن زر قسطبندی مرقومه بحین حیات راي متوفي بمدعی نیز جای شک است و اینکه مدعی بجواب الجواب خود ذکر شدن طلب و تقاضای زر قسطبندي دفعات از جگموهن راي و بعد فوتش از گوبند پرشاد راے پسرش و نمودن آنها اقرار اداے آن مندرج نموده و هری پرشاد راے گواه مدعی بر صداقت آن ادای شهادت خود به بیان اینکه نامبردگان اقرار ادای آن بتدریج کرده بودند نموده وکشن موهن راے گواه ظاهر کرد که جگموهن راے عند الطلب زر قسطبندي اقرار اداے آن کرده بود اما بر اظهارات گواهان مذکورین اعتماد کلی حاصل نمي شود زیراکه احدی بعد وفات پدر یا جد در باب اداے دین پدر یا جد خودش از انقضاے مدت دراز که اقرار نماید این معني بقیاس در نمی گنجد و در صورت صدق هم باینچنین اقرار زبانی این قدر زر سنگین از عدالت باحدے دهانیدن متعذر و مدعی عذریکه در باب بودن رام موهن راے مدعا علیه همیشه بمسافرت میکند لیاقت پذیرائی ندارد چه بر تقدیر راست بودن آن اظهار مدعي باو اختیار نمودن نالش بنام وارثان دخیلکاران متروکه راے متوفي باعث سکوت تا مدت بست و سه سال چه بود و مدعی که بدعوي اصل مع سود مستغیث است هرگاه بیچک ذکر سود در قسطبندي مندرج نیست و از روے کاغذات یا زبان بندي احدے ازگواهان مدعی شدن مطالبه اصل زر قسطبندی از رام موهن راے مدعا علیه بپایه ثبوت نرسید پس به نمودن دعوي سود آن چه رسد و اگر اظهارات هري پرشاد وکشن موهن گواهان مدعی در باب

شدن مطالبه زر قسطبندي در سنه ۱۲۱۲ یا از ۱۲۱۱ لغایت ۱۲۱۶ بنگله از جگموهن راے و نمودنش اقرار اداے آن راست بوده باشد تا هم دعوي مدعي مطابق قانون مجاریه لایق سماعت عدالت نیست زیرا که از ابتداے سنه ۱۲۱۶ لغایت ۱۲۳۰ بنگله تاریخ داخل شدن عرضی استغاثه مدعی متجاوز از مدت دوازده سال بانقضا در آمده بهمچو صورت حسب منشاے دفعه چهارم قانون سیوم سنه ۱۷۹۳ ع نالش مدعي قابل پذیرائي عدالت نیست حکم نمودند که مقدمه تسمس و جمیع خرچه عدالت ذمه مدعي گردد فقط اپلانت بخارجي فیصله پرونسل کورت علاقه کلکته بعدالت هذا بر تعداد مرقوم الصدر اپیل صدر نمود الحال منشي حیدر علي یکي از وکیلان اپلانت حاضر آمد و رسپانڈیان با وصف اجراے اعلام و اشتهار نامه تا حال اصالتاً یا وکالتاً حاضر این عدالت نگردیده اند درین صورت مقدمه هذا بغیر حاضری آنها امروز روبکار گشته کاغذات هر دو عدالت بملاحظه در آمد دریافت شد که وجهاتیکه نسبت به بحالے فیصله کورت اپیل در مقدمه ۳۰۰۴ روبکاري امروزه بابت نسبت این جانب تحریر یافته براي بحالی فیصله پرونسل کورت این مقدمه نیز کافي است بنابر آن اعاده آن ضرور متصور نگشته حکم و ڈگري ناطق گردید که فیصله پرونسل کورت کلکته واقع تاریخ چهاردهم ماه جولائی سنه ۱۸۲۷ ع بحال و برقرار داشته شود و اپیل اپلانت تسمس گردد و خرچه هر دو عدالت بر ذمه اپلانت نوشته محنتانه موجوده تحویل این عدالت بوکیلان اپلانت داده آید و چون هیچک محنت منشی محمد پناه متوفي وکیل اپلانت ظاهر نیست درین صورت چیزے بورثه او دهانیده نشد فقط *

خرچه من جانب اپلانت —

۱۹۶۰ یک هزار نه صد شصت روپیه یک آنه *

قیمت استامپ درخواست اپیل صدر —

بر مبلغ چهل و شش هزار هشتصد و هفت روپیه چهارده آنه دوازده گنده

بموجب قانون اول ۱۸۱۴ ع * یک هزار

قیمت استامپ یک کاغذ وکالت نامه دو روپیه *

محنتانه منشی حسن علی و منشی حیدر علی

وکلا بر مبلغ مذکور الصدر هشت صد هشتاد و چهار روپیه *

قیمت استامپ یک کاغذ موجبات موصله دو بذن هشت روپیه *

قیمت استامپ فهرست دستاریز یک قطعه دو روپیه *

قیمت استامپ دیگر که بمتخاصمین داده خواهد شد شانزده بذن شصت و چهار روپیه *

وصول .... یک هزار هشت صد ۹۶ روپیه یک آنه *

باقی .... ۶۴ شصت و چهار روپیه *

No. 3006

روبکاري مثل عدالت ديواني صدر به نشست رابرت هالدن راتري صاحب حاكم عدالت مذكوره واقع تاريخ دهم ماه نومبر ۱۸۳۰ ع مطابق بست و ششم ماه كاتك ۱۲۳۷ بنگله موافق دهم ماه اگهن ۱۲۳۸ فصلي روز چهار شنبه *

۳۰۰۶ مهاراجه تيجچند اپلانت .... رام موهن راے وغيره رسپانڈيان

منشي حيدر علي يكي از وكيلان اپلانت حاضر آمد و رسپانڈيان با وصف اجراے اعلان نامه و اشتهارنامه تا حال اصالتاً يا وكالتاً حاضر اين عدالت نگرديده درين صورت مقدمه هذا بغير حاضري آنها روبكار گشته كاغذات هر دو عدالت بملاحظه در آمد دريافت شد كه وجهانيكه نسبت به بحالي فيصله كورت اپيل در مقدمه نمبر ۳۰۰۴ روبكاري امروزه بابت نسبت اين جانب تحرير يافته براي بحالي فيصله پرونسل كورت اين مقدمه نيز كافي است بنابرآن اعاده آن ضرور متصور نگشته حكم و ڈگري ناطق گرديد كه فيصله پرونسل كورت كلكته واقع تاريخ چهاردهم ماه جولائي ۱۸۲۷ ع بحال و برقرار داشته شود و اپيل اپلانت ڈسمس گردد و خرچه عدالتين برذمه اپلانت نوشته محنتانه موجوده تحويل اين عدالت بوكيلان اپلانت داده آيد و چون بيچك محنت منشي محمد پناه متوفي وكيل اپلانت ظاهر نيست درين صورت چيزے محنتانه بورثه او دهانيده نشد فقط مضمون ڈگري شرحوار اينكه مقدمه اينكه اپلانت سابق مدعي بدعوي دهانيده يافتن مبلغ هفت هزار پانصد و يكروپيه اصل بابت باقي مالگذاري و سود مساوي آن همگي به تعداد مبلغ پانزده هزار دو روپيه بنام رام موهن راے و گوبند پرشاد راے وارثان رام كنت راے متوفي سابق مدعا عليهما بتاريخ شانزدهم ماه جون ۱۸۲۳ ع در پرونسل كورت علاقه كلكته ابتداء بدين اظهار نالش نمود كه مسمي رام كنت راے ساكن رادهه نگر پرگنه بهورٹ پدر و مورث مدعا عليهما اكثر محالات زميندارى منمدعي اجاره گرفته بسبب باقي افتادن مالگذاري در پرگنه بليا و بگڑي وغيره محالات موجره اش بتاريخ نوزدهم ماه اگست ۱۷۹۶ ع قطعه قسطبندي بقيد

مبلغ هفت هزار پانصد و یک روپیه بوعده ادا ساختن تا پانزدهم ماه آسن ۱۲۰۴ بنگله بدستخط تامس پاتل صاحب جج ضلع بردوان و برجستری دیکین کمبل صاحب رجستر ضلع مذکور و چارلس اندر و بروس صاحب جج ضلع هوگلی نوشته داده بلا اداے زر باقي مذکور در ۱۲۱۰ بنگله بدار البقا شتافت اصل مبلغ مذکور و سود المضاعف آن همگی مبلغ پانزده هزار دو روپیه یافتنی ام بوده است چون مسمیان رام موهن راے و گوبند پرشاد راے وارثان راے متوفی مزبور با وصف و قابض و دخیل بودن خود ها بر اشیا و املاک متروکه راے مرحوم از روے وراثت بلطایف الحیل زرهاے واجب یافتني منمدعي عاید نمی سازند بنابر آن مستغیث و امیدوار ایفایم فقط رام موهن راے یکی از مدعا علیهما بجواب خود دعوي مدعي را پر از افترا و باطل محض قرار داده بدینگونه مظهر گشت که منمدعا علیه از عدم و وجود وثیقه قسطبندی اظهاری مدعي اصلاً مطلقاً علم و آگاهي ندارد تا به نمودن اقرار و اعتراف بصحت و عدم صحت آن چه رسد اگر فی الحقیقة مدعي مذکور را چیزے یافتني در وجه باقی مالگذاري از پدرم بود پدرم نادار و ناچار نبود بلکه او اهل مقدور و مرد ذیعزت بود بایستی که مدعی متقاضی و مستغیث براي آن بر پدرم میشد نکه بر منمدعا علیه که هیچ علاقه و سروکار با متروکه پدري یعنی راے متوفی مرقوم ندارد چرا که منمدعا علیه از هنگام حیوت و ممات پدر از رهگذر رو دادن تباین و تخالف در وضع و طریق معاد از پدر و برادران خود جدا و تفریق الطعام بوده بکسب خاص خود سرمایه چند بهم رسانیده علیحده بود و باش کرده می آیم پس دعوی مدعي بر من مجیب بهیچ نوع راجع و متوجه شدن نمي تواند و بر تقدیر صدق قول مدعی پدرم بعد از تحریر یافتن قسطبندي مرقوم که در ۱۲۰۳ بنگله بتعین میعاد یک سال اتفاق افتاد زیاده از هفت سال بقید حیات ماند تا آن زمان مدعی از نمودن طلب و تقاضاي آن سکوت اختیار نموده الحال بعد انقضاي مدت بست و شش سال نالش باطله هذا که در پیش ساخته است هرآئنه نا جائز بل بر خلاف دفعه چهارم قانون سیوم ۱۷۹۳ ع بوده است بهیچ وجه لیاقت سماعت عدالت ندارد و اینکه مدعی وجه وقوع توقف ارجاے نالش خود را موجب مروت خود و فوتیدن پدرم پس از امضاي سه

چهار سال از حین تحریر قسطبندی و حاضر باشی برادر منمدعا علیه مسمی جگموهن راے نزد مدعی بامیدواري و نبودن منمدعا علیه درین دیار قامی ساخته است جوابش اینکه برادرم مزبور در ۱۲۱۸ بنگله که عرصه سیزده سال گذشت از جهان فانی گذشته امیدواری کردنش مانع طلب و تقاضاے زر دانستن نبود که مدعی با بودن همچو فرزانه سال خورده از نمودن طلب و تقاضاے زر یافتنی خود غافل و عاطل بوده باشد و منمدعا علیه هم بملک دور دست خارج از حکومت سرکار کمپنی بهادر مختفی و متواری نبود که مدعی از حال منمدعا علیه بیخبر بوده باشد بلکه منمدعا علیه بمسافت قرب از علاقه قلم رو سرکار باضلاع رام گرهه و بهاگلپور و رنگپور قیام می داشت و الحال از عرصه نه سال درین شهر مقیم و خانه منمدعا علیه در ضلع هوگلي است و جایداد کثیر بعلاقه کلکتری ضلع بردوان و هم تعلقات پتنی بجمع هاے سنگین در میان زمینداري مدعی و نیز در شهر کلکته میدارد معهذا مدعی مذکور گاهے مطالبه و مواخذه زر قسطبندي مذکور از منمدعا علیه نکرده الحال مدعي این چنین دعوي بے بنیاد در پیش نموده است ازین اراده اش بجز ایذا رسانی امر دیگر مظنون و متخیل نیست همانا منشاي این نالش مدعی غیر ازین نخواهد بود که خون خواهر زاده منمدعا علیه بابو گورداس مکهرجی دیوان مهاراجه پرتاب چند پسر مدعی بود و بعد انتقال مهاراجه مذکور مکهرجي مرقوم از طرف مهورانیان زوجیات مهاراجه پیروی مقدمات شان مرجوعه عدالت بنام مدعی می نمود بنابر آن مدعی بهمان کینه و عداوت بانتقام آن بزعم اینکه مکهرجي مسطور به صلاح و مشوره منمدعا علیه بان امر اقدام نموده باشد بغرور جاه و دولت پرواي اخراجات عدالت نکرده باراده تخریب و زیر بار ساختن منمدعا علیه را بتعین زر سنگین نالش هذه برپا ساخته است فقط جواب الجواب گذرانیده مدعي موافق عرضی دعوی و مطاوي و موید مضامین آن است اینقدر زیاده نوشته که پدر مدعی علیه از عمده مستاجران زمینداری منمدعي بود و از حاضر باشی علي الدوام از نسبت عوام یک گونه خصوصیت با منمدعی می داشت عند الطلب زر مندرجه قسطبندی عذر و اظهار عسرت و تهیدستی ها می نمود بعد فوتش از جگموهن راے پسر کلان او و بعد مرگش از گوبند پرشاد راے پسرش همیشه

مطالبه زر مطلوبه بعمل مي آمد و او هم بوعده بمواعده گذرانید - مدعا علیه ناسپاس ناحق شناس مراعات و احسانات منمدعی را بر طاق نسیان گذاشته بعزم اتلاف و انهضام حق واجبي ام کمر همت بر بسته قانون سیوم ۱۷۹۳ ع در بارهٔ عدم سماعت استغاثه منمدعی دلیل می گرداند و نمی داند که قانون دوم ۱۸۰۵ ع بنابر تجویز و سماعت و دعاوی دادخواهان تا مدت شصت سال از طرف سرکار موضوع و مقرر است فقط حد جواب موید جواب زیاده این قدر بمعرض تحریر در آمده که اگر پسر بعد فوت پدر بر ملکیت و متروکهٔ او متصرف باشد اداے دین پدر بر پسر واجب مي شود اما در حالتیکه پسر از حین حیات پدر از پدر جدا و متفرق مانده بکسب خاص سرمایه بهم رساند و بعد فوت پدر نوعي تصرف در ترکه او نکند دران حالت اداے دین پدر چه از روے شاستر و چه از روے رواج الملک بر پسر لازم نمي آید فقط - گوبند پرشاد راے مدعا علیه باوجود اجراے اعلامنامه اصالتاً یا وکالتاً بجواب دهی مقدمه هذا نپرداخت فقط عند التجویز بتاریخ چهاردهم ماه جولائی ۱۸۲۷ ع ولیم برادي صاحب حاکم پنجم کورت مذکور بوجه اینکه بعد ملاحظه جمع کاغذات و لحاظ بر همه حالات و قراین مقدمه بوضوع انجامید که بناے نالش مدعي بر سه شق است یکی نوشته دادن رام کنت راے پدر رام موهن راے و جد گوبند پرشاد راے مدعا علیهما قطعه قسطبندي بدرج مبلغ هفت هزار پانصد و یک روپیه بتاریخ اول ماه بهادون ۱۲۰۳ بنگله بمدعي دوم باوجود نمودن مدعی دفعات طلب و تقاضاے زر مدعا بهاے خود را از جگموهن راے یکي از پسران رام کنت راے متوفی و بعد فوت جگموهن مذکور از گوبند پرشاد راے پسرش و ندادن آنها آنرا بمدعی سیوم بسبب دخیل بودن رام موهن راے و گوبند پرشاد راے مدعا علیهما بر متروکات رام کنت راے متوفی واجب بودن ایصال زر قسطبندي نوشته داده مورث آنها بذمه آنها که مدعی بادعاے آن نالشی است فقط و رام موهن راے مدعا علیه بجواب خود عدم واقفیت خود از نوشتخواند قسطبندي و بودن خودش جدا و تفریق الطعام از پدر خود از ماقبل نوشتخواند قسطبندی مذکور با مراتب دیگر نگاشته فقط اگرچه در باب نوشته دادن رام کنت راے متوفی قسطبندي مذکوره بمدعی هیچ شک نیست مگر چونکه مدعي در التماس یا

جواب الجواب هیچیک ذکر شدن مطالبه زر قسطبندي از راے متوفی تا حین حیاتش که او بعد از نوشتخواند قسطبندي و انقضاي میعاد آن مدت شش سال بقید حیات بود مندرج نساخته و هم از روے اظهار احدے از گواهان مدعي شدن مطالبه زر قسطبندی تا حین حیات رای متوفي بظهو رنانجامید بلکه از روے زبان بندی گورا چاند ملک گواه مدعي ظاهر گردید که دستور بسر رشته زمینداری مدعی است که هر کسیکه قسطبندی بمدعی نوشته مي دهد بعد اداي زر آن قسطبندی مذکور بسر رشته زمینداري مدعي میباشد بدهنده آن واپس داده نمي شود صرف رسید یا فارغخطی مهري مدعي بدهندگان قسطبندی داده مي شود درین صورت در ادا نشدن زر قسطبندی مرقومه بحین حیات راے متوفي بمدعي نیز جای شک است و اینکه مدعی بجواب الجواب خود ذکر شدن طلب و تقاضای زر قسطبندي دفعات از جگموهن راے و بعد فوتش از گوبند پرشاد راے پسرش و نمودن آنها اقرار اداے آن مندرج نموده و هری پرشاد راے گواه مدعي بر صداقت آن اداے شهادت خود به بیان اینکه نامبردگان اقرار اداے آن بتدریج کرده بودند نموده و کشن موهن راے گواه ظاهر کرده که جگموهن راے عند الطلب زر قسطبندي اقرار اداے آن کرده بود اما بر اظهارات گواهان مذکورین اعتماد کلی حاصل نمي شود زیراکه احدي بعد وفات پدر یا جد در باب اداے دین پدر یا جد خودش از انقضاے مدت دراز که اقرار نماید این معني بقیاس در نمي گنجد و در صورت صدق هم باین چنین اقرار زباني این قدر زر سنگین از عدالت باحدی دهانیدن متعذر و مدعی عذریکه در باب بودن رام موهن راے مدعا علیه همیشه بمسافرت می کند لیاقت پذیرائی ندارد چه بر تقدیر راست بودن آن اظهار مدعی اختیار نمودن نالش بنام وارثان و دخیلکاران متروکه راے متوفی میداشت باعث سکوت تا مدت بست و هفت سال چه بود و مدعي که بدعوی اصل مع سود مستغیث است هرگاه بیچک ذکر سود در قسطبندي مندرج نیست و از روے کاغذات یا زبان بندی احدے از گواهان مدعی شدن مطالبه اصل زر قسطبندي از رام موهن راے مدعا علیه بپایۀ ثبوت نرسید پس به نمودن دعوی سود آن چه رسد و اگر اظهارات هري پرشاد و کشن موهن گواهان مدعی درباب شدن مطالبه زر قسطبندي در سنه ۱۲۱۲ یا از ۱۲۱۱ لغایت ۱۲۱۶ بنگله

از جگموهن راے و نمودنش اقرار اداے آن راست بوده باشد تا هم دعوی مدعی مطابق
قانون مجاریه لایق سماعت عدالت نیست زیرا که از ابتداي ۱۲۱۶ رغایت ۱۲۳۰ بنگله
تاریخ داخل شدن عرضي استغاثــه متجاوز از مدت دوازده سال بانقضا در آمده بهمچو
صورت حسب منشاے دفعه چهاردهم قانون سیوم ۱۷۹۳ ع نالش مدعی قابل پذیرائي
عدالت نیست حکم نمودند که مقدمه ڈسمس و جمع خرچه عدالت ذمه مدعی گردد
فقط اپلانت بخارجي فیصله پرونسل کورٹ علاقه کلکته بعدالت هذا بر تعداد مرقوم الصدر
اپیل صدر نمود الحال منشي صدر علي یکي از وکیلان اپلانت حاضر آمد و رسپانڈنٹان
با وصف اجراے اعلام نامه و اشتهار نامه تا حال اصالتاً یا وکالتاً حاضر این عدالت نگردیده
درینصورت مقدمه بغیر حاضری آنها روبکار گشته کاغذات هر دو عدالت بملاحظـه
در آمد دریافت شد که وجهانیکـه نسبت به بحالی فیصله کورٹ اپیل در مقدمه ۳۰۰۴
روبکاري امروزه بابت نسبت اینجانب تحریر یافته براے بحالي فیصله کورٹ پرونسل
این مقدمه نیز کافی است بنابر آن اعاده آن ضرور و متصور نگشتـه حکم و
ڈگري ناطق گردید که فیصله پرونسل کورٹ کلکته واقع تاریخ چهاردهم ماه جولائي ۱۸۲۷
بحال و برقرار ماند و اپیل اپلانت ڈسمس گردد و خرچه بر ذمــه اپلانت نوشتــه
محنتانه موجوده تحویل این عدالت بوکیلان اپلانت داده آید و چون هیچک محنت
منشي محمد پناه متوفی وکیل اپلانت ظاهر نیست درین صورت چیزے محنتانه
بورثه او دهانیده نشد فقط *

———

خرچه من جانب اپلانت :—

۱۰۱۸ یک هزار هیزده روپیه *

قیمت استامپ درخواست اپیل صدر —

مبلغ پانزده هزار دو روپیه بموجب قانون اول ۱۸۱۴ ع * پانصد

قیمت استامپ یک کاغذ وکالت نامه دو روپیه *

قیمت استامپ فهرست دستاویز یک قطعه دو روپیه *

محنتانه منشی حسن علي و منشی صدر علی

وکلا بر مبلغ مذکور چهار صد و پنجاه روپیه *

قیمت استامپ یک کاغذ موجبات موصله دو بند هشت روپیه *

قیمت استامپ ڈگری که بمتخاصمین داده خواهد شد چهارده بند پنجاه و شش روپیه

وصول ...... پنج صد و شصت و دو روپیه *

باقی ...... پنجاه و شش روپیه *

GLOSSARY*

Abkar—A manufacturer or retailer of spirituous liquors.

Abkaree Mahal—The department or office of Abkari, the excise.

Abkaree Tehsildar—Excise revenue collector.

Adalat, (Adawlut)—Court of justice.

Aguri—A low caste; mostly cultivators.

Aima, (Ima)—Land granted by the Moghul Government either rent-free or subject to a small quit-rent to learned and religious Mahomedans, or for Mahomedan religious and charitable uses. Such tenures were recognised by British Government as hereditary and transferable.

Amin—A native officer of Government employed either in the Revenue Department to take charge of an estate and collect the revenues or to investigate and report their amount, or in the Judicial Department as a Judge or arbitrator in civil causes.

Amla, (Omlah)—The collective head native officers of a judicial or revenue court under the European judge or collector.

Arzi—Petition, an address, a memorial, a respectful representation whether oral or written.

Asin, (Asvin)—The sixth month of the Hindu luni solar year.

Assur, Ashar—The third month of the Hindu luni-solar year.

Augran, (Agrahayana)—The eighth month of the Hindu luni-solar year.

Autchalla house—Thatched house.

B. S.—Bengali sana or era.

Baisakh—The first month of the Hindu luni-solar year.

Band Kummie Bundabost (?)—

Barat—An assignment or order on the revenue. It also implies a peremptory demand or dunning for payment.

Batta—Difference or rate of exchange, discount.

Batwara—Partition.

Benami—Land held in another name than that of the real proprietor.

Bengal shal—Bengal year.

Berbaree—Out-house.

Berhouse—*See* Berbaree.

Bermutter, Brahmottara—Rent-free tenure granted to Brahmins.

* Mainly based on Wilson's "Glossary of Judicial and Revenue Terms."

Bhadra, Bhader—The fifth month of the Hindu luni-solar year.

Bhadrasan Bastoo land—Plot of land on which the residential house is built.

Bhandar—A store, a room where household supplies are kept.

Bhattacharj—A learned Brahmin: In Bengal it is also applied to any respectable Brahman.

Bigha—Measure of land varying in extent in different parts of India, in Bengal a bigha = 1600 square yards.

Boro—A sort of rice sown in January and reaped in April: it is sown in low swampy ground, or near the banks of a river where irrigation is not required.

Boytuckanah—Parlour.

Bunkmal—A kind of Indian ornament.

Canoongo—Village and district revenue-officers, who, under the former governments, recorded all circumstances within their sphere which concerned landed property and the realization of the revenue, keeping registers of the value, tenure, extent, and transfers of lands, assisting in the measurements and survey of the lands, reporting deaths and successions of revenue-payers, and explaining, when required, local practices and public regulations.

Chaitra, Choit—The last month of the Hindu luni-solar year.

Chakran—Allowances of land, or revenue derived from it, professedly appropriated in Bengal to the pay and support of the public officers of a village or zamindari including the Zamindar, Kanungo, Patwari, Peons, &ca.

Chauki—Station of police or of customs.

Chelan—Document sent with goods, treasure &c., voucher.

Curat (?)—*See* Barat.

Daftar—A record, a register, an account, an official statement or report, especially of the public revenue, roll, archives, etc. An office in which public records are kept.

Daftari—A record keeper, a registrar, it more usually denotes an inferior office servant who prepares writing materials and arranges books.

Dafterkhana—An office in general, a counting house, an office of public records.

Dak—Post, post office, or establishment for the conveyance of letters and of travellers.

Dak Moonshee—Postman.

Dakhila—A receipt for money or goods, payment of revenue or rent.

Danga—Dry land, upland.

Darbar—A court, a royal court, an audience or levee.

Darkhast—A petition, application.

Daroga—An officer or inspector of police, custom or excise station.

Darpatni talook—An estate held under a sub-lease.

Dastak—Passport.

Diwan, (Dewan)—The Head Financial Minister whether of a State or a province being charged with the collection of revenue, remittance of it to the Imperial Treasury and invested with judicial powers in all civil financial causes.

Naib Diwan—The Deputy Treasurer or Accountant.

Diwani jail—Civil prison.

Diwankhanah—The court or office of the Diwan; a court of civil or revenue jurisdiction: a hall of audience.

Durrozah—Gateway, door.

F. S.—Fasli san or era.

Falgoon—The eleventh month of the Hindu year.

Farzi—It is applied specially to a person who is either altogether an imaginary party in a suit or purchase, or to one who although the ostensible, is not the real principal, or to a suit or purchase conducted or effected under an assumed or fictitious name.

Fasli—The harvest year. The era originated with Akbar who thought of simplifying the existing chronology by introducing a new mode of computing time.

Fatwa—A judicial sentence, a judgment; but usually applied to the written opinion of the Mahomedan law officer of a Court.

Faujdari court—Criminal court.

Ganda—A money of account, equivalent in reckoning to four kauris or cowry shells, or the twentieth part of an anna.

Gumashta—An agent, a steward, a confidential factor, a representative; an officer employed by Zamindars to collect their rents, by bankers to receive money &c., by merchants to carry on their affairs in other places than where they reside, and the like.

Hal & Baukaya—Current and arrear.

Half-nama—A written solemn declaration by a person exempt by the Regulations from being sworn in the ordinary manner.

Hast-o-Bud—A comparative account shewing the present and past produce of an estate: an examination of the assets or resources of a country, made before the harvest, and sometimes after measurement of the lands: a detailed statement of any lands yielding revenue: the rent roll of a village signed yearly

by the Patwari: the common form is an abstract of each ryot's account, specifying his tenure, the amount of revenue payable by him, the quantity of land in and out of cultivation, and the amount of revenue realized or in arrear.

Hast-o-bud-Jama—An account shewing the total amount of revenue under all heads of assessment to which any estate is liable.

Hathchitthi—A letter or note written or avouched (by the hand of).

Huda—An estate, one comprising a number of villages.

Huzur—The presence, the royal presence, the presence of a superior authority, as of a judge or collector of revenue, and, by metonymy, the person of the prince or functionary; also the place where he presides, the hall of audience, the court; also abstractly, the state, the government.

Ihtimamdar—The holder of a trust, the person charged with the realization of a stipulated revenue for a certain district under the Mahomedan Government, a Zamindar; also an agent or deputy of the Zamindar appointed to realize the revenue of any portion of his zamindari.

Ikrar—Agreement, assent, ratification. In law, the acknowledgment or admission of a right or claim, as of a debt.

Ikrarnama—A deed of assent or acknowledgment in general.

Imah—*See* Aima

Imah Muntushar—Distributed aima land.

Ishan nevies—A list or roll of names as of Zamindars in a District, witnesses in a suit, &c.

Ishtihar—Proclamation, public announcement or notice, advertisement, an advertisement in a public place or a newspaper, notice by the collector of a sale of lands for arrears of revenue; also a paper affixed to a Ryot's cottage requiring him to renew his lease within a given term, under penalty of his having charged the highest rate levied in the village or district.

Iswara—A lord, a master: a name of Siva.

Izara—Farming lease

Jama—Amount, aggregate, total in general, but applied especially to the debit or receipt side of an account, and to the rental of an estate; also to the total amount of rent or revenue payable by a cultivator or a zamindar, including all cesses, as well as land-tax.

Jama-wasil-baki—The amount of the collections and outstanding balances; an account shewing the particulars of the revenue to be paid, of the instalments discharged, and the arrears due.

Sadar-jama—The collections or revenue of a permanently settled estate, as recognised by the government.

Jhad—A bush, a shrub, a tree.

Joistee—The second month of the Hindu luni-solar year.

Kabala—Bill of sale.

Kabuliyat—A written agreement, especially one signifying assent, as the counterpart of a new lease, or the document in which a payer of revenue, whether to the Government, the zamindar, or the farmer, expresses his consent to pay the amount assessed upon his land.

Karanee—Clerk.

Karkoon—A clerk, a writer, a registrar.

Kartik—The seventh month of the Hindu luni-solar year.

Katha—A measure of land, the twentieth part of the Bengal Bigha of 1600 square yards, containing 80 sq. yards, or 720 sq. feet.

Kauree—A small shell used as coin in the lower provinces. 4 kauris = 1 ganda.

Kayastha—A caste so termed, or a member of it, the occupation of which is that of the writer or accountant.

Kazi—A Mahomedan judge.

Kazi-ul-Kuzat—The principal Kazi under the British Government, the head Mahomedan legal officer of the Sadr Dewani Adalat, or Court of Appeal.

Khajana—A treasury, the public treasury: treasure, money: the public revenue, the land-tax.

Khalsa—The exchequer, the office of government under the mahomedan administration in which the business of the revenue department was transacted, and which was continued during the early period of British rule.

Kharija Mehal—Separation of a portion or dependency of an estate, or of a Pargana, from the general assessment, and the payment of the revenue due from it direct to the government.

Khata—An account-book, a day-book, a journal or ledger, also an account.

Khazanchi—A treasurer, a cash-keeper.

Naib khazanchi—Deputy treasurer.

Khitmatgar—Attendant, servant.

Kist—Instalment, portion; the amount paid as an instalment; the period fixed for its payment: as a revenue term it denotes the portion of the annual assessment to be paid at specified periods in the course of the year; such periodical payment is called a kist.

Kistbandi—Settlement of the instalments of the revenue both as to time and amount; payment by instalments.

Kitisal (?)—

Korakdar—A bailiff, a sheriff's officer, an officer of court who attaches or distrains goods and property for debt.

Kos—A measure of distance varying in different parts of India from 1 to 2 miles, but most usually about the latter.

Kyfeeyut—Statement, description, report, account particulars.

Lac, (Lakh)—A hundred-thousand.

Lakhiraj—Rent-free land.

Lotbandi—The schedule or list exhibiting the apportionment of an estate to be put up in lots at auction for sale or lease.

Madooly—Amulet.

Magh, Maug—The tenth month of the Hindu year.

Mahal—A province, a district; a division of a Talluk, or district, yielding revenue according to assessment.

Maharaja—A supreme sovereign prince; applied in courtesy to every Raja.

Maharani—The principal wife of a Raja, or a queen in her own right: applied also in courtesy to Hindu ladies of rank, although not of princely dignity.

Mahavis-daftar—Keeper of the records, the native officer of a court charged with the care of the public papers.

Malguzari—Revenue assessment; the payment of land-revenue: also the person or land subject to such payment.

Malikana—Proprietary allowance.

Maljamin—Open country, a barren or uncultivated plain.

Maraphat, (Marufut)—By the hands of, through.

Maukuf Russod—Suspension of increase of revenue settlement.

Maulavi—A learned man, a teacher, especially of Arabic, and expounder of Mahomedan law.

Maund—A measure of weight, reckoned in Bengal at 40 seers.

Mauza, Mouza—A village, understanding by that term one or more clusters of habitations, and all lands belonging to their proprietary inhabitants: A Mauza is defined by authority to be 'a parcel or parcels of lands having a separate name in the revenue records, and of known limits'.

Modal—The head man of a village, the Mandal.

Modi—A shopkeeper, a steward: in Bengal it most usually denotes the village shopkeeper, a sort of grocer or chandler and grain dealer, who sells a variety of articles of necessity to the

villagers, and who are generally in his debt at a usurious rate of interest.

Moojmil Nubis, (Majmal Navis)—Abstract-writer.

Mufassal—A subordinate or separate district; the country, the provinces, or the stations in the country, as opposed to the *Sadar*, or principal station or town.

Mufti—A Mohammadan law officer, whose duty it was to expound the law which the Kazi was to execute.

Muharrir—Clerk.

Mujibat—Grounds of appeal as set forth in the pleading of the appellant.

Mukhtar—An agent, a representative, an attorney.

Mukhtarkar—Same as Mukhtar.

Munshi—A writer, a secretary; applied by Europeans usually to teachers and interpreters of Persian and Hindustani.

Musnud—Throne.

Naib—A deputy, a representative, a lieutenant, a viceroy, a sub-or deputy-collector.

Nathi—Aggregate of papers and proceedings relating to a law suit: a file or bundle of official papers tied up together.

Nazir—An inspector, a supervisor: in ordinary use, the officer of the court who is charged with the serving of process, or who is sent to take depositions, and make inquiry into any breach of law or the peace.

Nijcasba—Own village.

Nizamat stipends—Allowances paid to the Nawab Nazim of Bengal.

Notmundeer—Dancing hall.

Omla—*See* Amla.

Pakka, Pukka—Substantial, solid, as a building.

Pandit—A learned Brahman, one who makes some branch of Sanscrit learning his special study, and teaches it.

Pargana—A district, a province, a tract of country comprising many villages, but of which several go to constitute a chakla or zila.

Parwana—An order, a written precept or command, an order for the possession of an estate or an assignment of revenue; a warrant, a writ.

Patta, Potta—A deed of lease, a document given by the collector to the zamindar, or by some other receiver of revenue, to the cultivator or under tenant, specifying the condition on which the lands are held and the value or proportion of the produce to be paid to the authority or person from whom the lands are held:

the term is laxly applied to a variety of deeds securing rights or property in land, also to a deed of gift in general.

Pattani—A tenure by which the occupant holds of a zamindar a portion of the zamindari in perpetuity, with the right of hereditary succession, and of letting or selling the whole or part as long a stipulated amount of rent is paid to the zamindar, who has the power of sale for arrears, and is entitled to a regulated fee or fine upon any transfer.

Pattanidar—The holder of an under-tenure.

Pattani taluk—An estate, or portion of it, underlet in perpetuity by a zamindar at an advance on the revenue he pays to government.

Pausha, Pous—The ninth month of the Hindu year.

Peon—The term commonly used by Europeans for the Hindusthani *Piada*, a footman, a foot-soldier, an inferior officer of police or customs, or of courts of justice, usually wearing a badge, and armed with a lance or sword and shield: it is also commonly, though laxly, used as synonym of *Harkara*, to denote a running foot-man, a courier, a messenger.

Peshkar—An agent, a deputy, a manager in general for a superior or proprietor, or one exercising in revenue and custom affairs a delegated authority: in Bengal the native officer in a judge's or collector's office, next in rank to the *Sarrishtadar*.

Piada—Same as Peon.

Poddar—A cash keeper, a weighman, one whose office is to weigh and examine money.

Pulbandi—Keeping bridges and embankments &c. in repair.

Punya—In the lower provinces the day on which the revenue for the ensuing year is settled, or an annual meeting of the direct revenue payers at the office of the chief collector, or of the cultivating tenants at the court of the Zamindar, to determine the amount of the assessment; the assemblage of the rent-payers forming a kind of festival or holiday; the term is also applied to the day on which the first instalment of the annual rent or revenue is paid.

Purdah—Curtain.

Purohita—A family priest, one who conducts the domestic ceremonies of a household or family.

Raiyat, Riott—A subject, but especially applied to the agricultural population, a cultivator, a farmer, a peasant.

Raja—A king, a prince, a title given to Hindus of rank.

Rakbabandi—A statement of the area of any estate, village, or township, one of the accounts that should be kept by the village

accountant, shewing the total quantity of land belonging to the community, the portions that pay or are exempt from revenue, and those which are cultivated or uncultivated, or incapable of cultivation.

Rani—A princess, the wife of a Raja.

Rokarbahi, Rokher behi—A cash-book.

Rubakari, Roobacarree—The written record of a case, stating the particulars and the grounds of the decision drawn up and authenticated by the judge in a Company's court, on passing sentence.

Rusoom—Fees, perquisites, customary payments and gratuities, commission or allowances upon articles bought and sold made to the purchaser or the servant or agent of the buyer or seller.

Sadar—The chief seat of government, the presidency, as opposed to the provinces or Mufassil.

Sadar-jama—The sum total of revenue payable to the government direct, exclusive of the charges of collection.

Sadar-malguzar—The chief revenue payer, one who pays it either into the government treasury, or to the collector of a district, immediately, and not through any other agency.

Sakin—Resident of.

Sanad—A deed of grant.

Sarkar—The government, the state, the supreme authority or administration, clerk.

Sazawal—A native collector of revenue: an officer specially appointed to take charge of and collect the revenue of an estate, from the management of which the owner or farmer has been removed.

Seah—An acount-book, an inventory, a list.

Seer—A measure of weight, generally reckoned in Bengal at 80 tolas.

Shawl—A kind of Indian wrapper.

Sherista—A record, a register, office, employment: an office of registry or record.

Sheristadar—A registrar, a record keeper, applied especially to the head native officer of a court of justice or collector's office, who has the general superintendence of the establishment and charge of the public records and official documents and papers.

Siah-navis, Seahnowees—An accountant, one who keeps the rough daily accounts.

Sicca rupee—A silver coin, the standard of value in Bengal under the Company's administration, until changed to the "Company's rupee".

Sishya—A scholar, a disciple.

Sood Mohurership—Office of writer of interest.

Souries—Distillers of wine.

Sraddha, Sheraud—An obsequial ceremony in which food and water are offered to the deceased ancestors of the sacrificer, or to the pitris or manes collectively.

Sravana, Srabun—The fourth month of the Hindu year.

Subahdar—The governor of a province, a viceroy under the Mogul government: a native officer in the Company's army holding a rank equivalent to that of captain under the European officers.

Surat-i-hal—A representation or report of the facts and circumstances of a transaction, whether made by an individual before witnesses, or by a subordinate officer to a superior functionary: An inquest.

Sursuree (suit)—Summary (trial).

Tahood—Promise, agreement: lease, contract: a revenue-lease, a farm of the revenue, an engagement with the government or its representative for the payment of the public revenue, which may be made separately, even by the coparceners in a joint estate, each becoming responsible for his own proportion.

Talook—An estate, applied to a tract of proprietary land usually smaller than a zamindari.

Talukdar—The holder of a talook.

Tappa—A small tract or division of country, smaller than a pargana, but comprising one or more villages.

Taraf—Portion of an estate.

Taujih—A revenue account showing, under the name of each payer of revenue, the total amount as it falls due by monthly instalments, the portion actually paid, and the balance outstanding: it is usually a village account, and is kept by the village accountant: also a register of the estates of a collectorate kept in the collector's office.

Tehvildar—Cash keeper.

Thanadari land—Land for the purpose of paying the establishment of the Thanadar or officer-in-charge of a Thana.

Ugraun—*See* Augran.

Umedwar—A candidate for employment, an expectant.

Vakalatnama—Letter of authority, power of attorney.

Vakil—An authorized public pleader in a court of justice.

Yuma—*See* Aima.

Zamindar—Landholder.

Zamindari—The tract of land constituting the possessions of a zamindar.

Zila—A district, a division.

INDEX OF PROPER NAMES